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Tyler Nicholes, Latoya Stewart, and Janet Rebholz in association with those
listed below, individually and on behalf of all employees similarly situated

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

EVAN HIGHTOWER and ANN
ROSS, individually and on behalf of
other individuals similarly situated

Plaintiffs,

vs.

JPMORGAN CHASE BANK, N.A.,
and DOES 1-10, Inclusive,

Defendants.

CAROLYN SALAZAR, ROGER
AL-CHAIKH, and ESTELA
SLIKKER, individually, and on
behalf of all other members of the
general public similarly situated,

Plaintiffs,

vs.

JPMORGAN CHASE BANK, N.A.;
and DOES 1 through 10, inclusive,

Defendant.

Case No.: 2:11-cv-01802-PSG-PLA

Related Action:

2:11-cv-03428-PSG-PLA

[Assigned for all purposes to
Hon. Philip S. Gutierrez]

CLASS ACTION

**FOURTH AMENDED
CONSOLIDATED CLASS ACTION
COMPLAINT:**

- (1) Violation of Fair Labor Standards Act (29 U.S.C. § 216(B));
- (2) Failure to Pay Overtime Compensation in Violation of Cal. Labor Code § 1194 *et seq.*;
- (3) Failure to Pay Minimum Wages in Violation of Cal. Labor Code §§ 1194, *et seq.*;
- (4) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (5) Violation of California Labor Code

REGINA M. SIMPSON and
REGINA STURDIVANT,
individually, on behalf of themselves,
all others similarly situated, and on
behalf of the general public;

Plaintiffs,

vs.

JPMORGAN CHASE BANK, a New
York corporation; JPMORGAN
CHASE & CO., a Delaware
corporation; CHASE HOME
FINANCE LLC, a Delaware limited
liability company; and DOES 1 to 10,
inclusive,

Defendants.

DENNIS KHUTORETSKY,
MIKHAIL LIRMAN, BORIS
SHULMAN, MARLENA
GELBART, and MALCOLM
SWEET, on behalf of themselves and
all others similarly situated,

Plaintiffs,

vs.

J.P. MORGAN CHASE & CO., and
J.P. MORGAN CHASE BANK, N.A.

Defendants.

TANESHA GUNN, on behalf of
herself and all others similarly
situated,

Plaintiff,

vs.

JPMORGAN CHASE & CO., and
JPMORGAN CHASE BANK, N.A.

Defendants.

- § 226.7 (Unpaid Rest Period Premiums);
- (6) Failure to Reimburse Business Expenses in Violation of Cal. Labor Code §§ 2800, 2802;
 - (7) Forfeiture of Vacation Pay in Violation of Cal. Labor Code § 227.3;
 - (8) Failure to Furnish Accurate Wage Statements Upon Payment of Wages in Violation of Cal. Labor Code § 226;
 - (9) Failure to Pay Compensation Upon Discharge in Violation of Cal. Labor Code §§ 201-203;
 - (10) Violation of Cal. Business & Professions Code § 17200, *et seq.*;
 - (11) Penalties Under California Labor Code § 2698 *et seq.* ("PAGA");
 - (12) Failure to Pay Overtime in Violation of New York Comp. Codes. R. & Regs. Tit. 12, § 142-2.2;
 - (13) Failure to Pay Wages in Violation of New York Labor Law § 191;
 - (14) Failure to Reimburse Uniform Costs in Violation of 12 NYCRR 142-2.5(c);
 - (15) Failure to Provide Meal Periods in Violation of New York Labor Law § 162;
 - (16) Failure to Pay Overtime in Violation of the Illinois Minimum Wage Law, 820 ILCS 105/4a(1);
 - (17) Failure to Provide Meal Periods in Violation of Illinois Law, 820 ILCS 140/3;
 - (18) Failure to Pay Overtime in Violation of the Kentucky Wage and Hour Act, KRS Chap. 337;
 - (19) Failure to Pay Minimum Wages in Violation of the Kentucky Wage and Hour Act, KRS Chap. 337.275;
 - (20) Failure to Grant Meal Periods in Violation of the Kentucky Wage and Hour Act, KRS Chap. 337.355;
 - (21) Failure to Grant Rest Periods in Violation of the Kentucky Wage and Hour Act, KRS Chap. 337.365;
 - (22) Failure to Pay Wages Timely in Violation of the Kentucky Wage and Hour Act, KRS Chap. 337.020 and 337.055;
 - (23) Failure to Provide Meal and Rest Breaks in Violation of Washington

MICHELLE T. NGUYEN, an individual, on behalf of herself, and on behalf of all others similarly situated,

Plaintiff,

vs.

JP MORGAN CHASE BANK NA, an unknown business entity, and DOES 1 through 100, inclusive.

Defendants.

- Admin. Code 296.126.092; and
- (24) Failure to Pay Overtime in Violation of Washington Industrial Welfare law 49.12.130;
 - (25) Failure to Pay Minimum Wages in Violation of Washington Minimum Wage Act 49.46.005 *et seq.*;
 - (26) Failure to Pay Wages Timely in Violation of Washington Minimum Wage Act 49.48.010 and Washington Admin. Code 296-126-023;
 - (27) Failure to Pay Wages in Violation of the Arizona Minimum Wage Act A.R.S. § 23-363;
 - (28) Failure to Timely Pay Wages in Violation of Ariz. Rev. Stat. §§ 23-351 and 23-353;
 - (29) Failure to Pay Minimum Wages in Violation of Article X, Section 24 of the Florida Constitution and The Florida Minimum Wage Act §448 *et seq.*;
 - (30) Failure to Timely Pay Wages in Violation of Louisiana Rev. Stat. Ann. §§ 23:631 and 23:633;
 - (31) Failure to Pay Wages During Employment in Violation of Michigan Comp. Laws § 408.472;
 - (32) Failure to Pay Wages Timely Upon Termination in Violation of Michigan Comp. Laws §§408.474 and 408.475;
 - (33) Failure to Maintain Accurate Wage Records in Violation of Michigan Comp. Laws §408.479(1);
 - (34) Failure to Pay Overtime Wages in Violation of Michigan Minimum Wage Law § 408.384a and Michigan Workforce Opportunity Wage Act § 408.414a;
 - (35) Failure to Pay Overtime Wages in Violation of Ohio Minimum Fair Wage Standards Act § 4111.03;
 - (36) Failure to Pay Minimum Wages in Violation of Ohio Minimum Fair Wage Standards Act § 4111.02;
 - (37) Failure to Pay Wages During Employment in Violation of Ohio Revised Code § 4113.15;
 - (38) Failure to Maintain Accurate Wage Records in Violation of Ohio Revised Code § 4111.08;
 - (39) Failure to Pay Minimum Wages in Violation of Texas Labor Code §

- 62.051;
(40) Failure to Pay Wages Timely Upon Termination in Violation of Texas PayDay Act, Texas Labor Code §61 *et seq*;
(41) Failure to Pay Overtime Wages in Violation of Wis. Stats. § 103.001 *et seq.* and §109.01 *et seq.* and Wis. Administrative Code, DWD § 274.03 *et seq*; and
(42) Failure to Pay Minimum Wages in Violation of Wis. Stats. §§ 104.02 and 104.11 and Wis. Administrative Code, DWD §§ 272.03 and 272.12
(43) Failure to Timely Pay Wages in Violation of Wis. Stats. § 109.03

Demand for Jury Trial

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24 similarly situated
25
26
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1 Plaintiffs, individually and on behalf of all other members of the general
2 public similarly situated, allege as follows:

3 **NATURE OF THE ACTION**

4 1. This matter is brought as a class action pursuant to Federal Rule of
5 Civil Procedure Rule 23, as well as pursuant to applicable laws of the State of
6 California, the State of New York, the State of Illinois, the State of Arizona, the
7 State of Florida, the State of Kentucky, the State of Louisiana, the State of
8 Michigan, the State of Ohio, the State of Texas, the State of Washington, the
9 State of Wisconsin, and as a collective action pursuant to the Fair Labor
10 Standards Act (29 U.S.C. § 201, et seq.).

11 2. The named Defendants are part of a conglomerate that form one of
12 the world's largest financial institutions and provides financial services –
13 including banking, lending, credit card, investment advisory and insurance
14 services – to individual and business consumers nationwide.

15 3. Defendants' policy and practice is to deny earned wages, including
16 overtime pay, to its non-exempt hourly employees at its retail branch facilities
17 throughout the country. In particular, Defendants require their employees to be
18 present and perform work in excess of eight (8) hours per day and/or 40 hours
19 per work week but fails to pay them overtime accordingly, and further fail to pay
20 for all straight time hours worked. Also, Defendants require such employees to
21 perform work tasks during unpaid breaks, fails to provide meal and rest breaks,
22 fails to timely compensate employees for all wages earned at termination, fails to
23 reimburse uniform and business expenses, improperly edits time records, and
24 fails to properly and accurately calculate overtime and report wages earned,
25 hours worked, and wage rates.

26 4. Defendants' deliberate failure to pay its non-exempt employees at
27 its retail branch facilities their earned wages and overtime compensation violates
28 the federal Fair Labor Standards Act ("FLSA"), the California *Labor Code*, the

1 California *Business & Professions Code*, the New York *Labor Law* (and
2 supporting New York State Department of Labor Regulations), the Illinois
3 Minimum Wage Law, the Kentucky *Wage and Hour Act*, the Washington
4 *Administrative Code* and *Industrial Welfare* law, the Arizona *Minimum Wage*
5 *Act*, the Florida *Minimum Wage Act*, the Louisiana Wage Payment Act,
6 Michigan's Payment of Wages and Fringe Benefits Act, the Ohio *Minimum Fair*
7 *Wage Standards Act*, the Texas PayDay Act, and Wisconsin state employment
8 regulations, as well as other state labor laws nationwide.

9 5. Plaintiffs, on behalf of themselves and all other similarly situated
10 non-exempt retail branch employees nationwide, bring a collective action claim
11 under § 216(b) of the FLSA against defendants for unpaid overtime
12 compensation.

13 6. California Plaintiffs, on behalf of themselves, and on behalf of all
14 non-exempt retail branch employees employed in California, bring a class action
15 claim under Federal Rule of Civil Procedure 23 for unpaid compensation; unpaid
16 overtime compensation; forfeiture of vacation pay; unreimbursed business
17 expenses; penalties for failing to provide meal and rest periods; failing to provide
18 itemized wage statements; waiting time penalties; penalties under the California
19 Private Attorneys General Act; and other related penalties and damages under
20 the California *Labor Code* and California *Business & Professions Code*.

21 7. New York Plaintiffs, on behalf of themselves, and on behalf of all
22 non-exempt retail branch employees employed at any New York location, bring
23 a class action claim under Federal Rule of Civil Procedure 23 for unpaid
24 compensation, unpaid overtime compensation, failing to provide meal periods,
25 and unreimbursed uniform expenses, and seek penalties and damages under the
26 New York *Labor Law* and supporting New York State Department of Labor
27 regulations.

28 8. Plaintiff Gunn, on behalf of herself and all non-exempt retail branch

1 employees employed in Illinois, brings a class action claim under Federal Rule
2 of Civil Procedure 23 for unpaid overtime compensation and failing to provide
3 meal periods, and seeks penalties and damages, including punitive damages,
4 under the Illinois *Minimum Wage Law*.

5 9. Plaintiff Shirley Wright, on behalf of herself and all non-exempt
6 retail branch employees employed in Arizona, brings a class action claim under
7 Federal Rule of Civil Procedure 23 for unpaid compensation and for failure to
8 timely pay wages, and to timely pay all wages due upon termination and seeks
9 damages under the Arizona *Minimum Wage Act*.

10 10. Plaintiff Scarleth Diaz, on behalf of herself and all non-exempt retail
11 branch employees employed in Florida, brings a class action claim under Federal
12 Rule of Civil Procedure 23 for unpaid compensation and seeks damages and
13 attorneys' fees under the Florida Constitution and Florida *Minimum Wage Act*.

14 11. Plaintiff Jean Thompson, on behalf of herself and all non-exempt
15 retail branch employees employed in Kentucky, brings a class action claim under
16 Federal Rule of Civil Procedure 23 for unpaid compensation, unpaid overtime
17 compensation, failing to provide meal and rest periods, and failure to timely pay
18 wages, and to timely pay all wages due upon termination and seeks damages
19 under the Kentucky *Wage and Hour Act*.

20 12. Plaintiff Kiaone Dillon, on behalf of herself and all non-exempt
21 retail branch employees employed in Louisiana, brings a class action claim under
22 Federal Rule of Civil Procedure 23 for failure to timely pay wages, and to timely
23 pay all wages due upon termination and seeks damages under Louisiana state
24 law.

25 13. Plaintiff Joshua Groce, on behalf of himself and all non-exempt
26 retail branch employees employed in Michigan, brings a class action claim under
27 Federal Rule of Civil Procedure 23 for unpaid overtime compensation, failure to
28 timely pay wages, failure to timely pay all wages due upon termination, and

1 failure to provide accurate wage statements and seeks damages under Michigan
2 state law, the Michigan *Minimum Wage Law*, and the Michigan *Workforce*
3 *Opportunity Wage Act*.

4 14. Plaintiff Michael Clark, on behalf of himself and all non-exempt
5 retail branch employees employed in Ohio, brings a class action claim under
6 Federal Rule of Civil Procedure 23 for unpaid compensation, unpaid overtime
7 compensation, failure to timely pay wages, and failure to provide accurate wage
8 statements and seeks compensatory and liquidated damages under Ohio state law
9 and the Ohio *Fair Minimum Wage Standards Act*.

10 15. Plaintiff Wendy McWilson, on behalf of herself and all non-exempt
11 retail branch employees employed in Texas, brings a class action claim under
12 Federal Rule of Civil Procedure 23 for unpaid compensation, for failure to timely
13 pay wages, and for failure to timely pay all wages due upon termination and
14 seeks damages under the Texas *Minimum Wage Act* and the Texas *PayDay Law*.

15 16. Plaintiff Tyler Nichols, on behalf of himself and all non-exempt
16 retail branch employees employed in Washington, brings a class action claim
17 under Federal Rule of Civil Procedure 23 for unpaid compensation, unpaid
18 overtime compensation, failure to provide meal and rest periods, failure to timely
19 pay wages, and failure to timely pay wages at termination and seeks
20 compensatory and exemplary damages under the Washington Administrative
21 Code, Washington Industrial Welfare Law, and Washington *Minimum Wage Act*.

22 17. Plaintiffs Latoya Stewart and Janet Rebholz, on behalf of
23 themselves and all non-exempt retail branch employees employed in Wisconsin,
24 bring a class action claim under Federal Rule of Civil Procedure 23 for unpaid
25 compensation, unpaid overtime compensation, failure to timely pay wages, and
26 failure to timely pay all wages due upon termination and seek penalties and
27 damages under Wisconsin state law.

28 **JURISDICTION AND VENUE**

1 18. This Court has original federal question jurisdiction under 28 U.S.C.
2 § 1331 for the claims brought under the FLSA, 29 U.S.C. § 201, *et seq.* This
3 Court has supplemental jurisdiction for all claims asserted under the California
4 *Labor Code*, the California *Business & Professions Code*, the New York *Labor*
5 *Law*, the Illinois *Minimum Wage Law*, the Kentucky *Wage and Hour Act*, the
6 Washington *Administrative Code* and *Industrial Welfare* law, the Arizona
7 *Minimum Wage Act*, the Florida *Minimum Wage Act*, the Louisiana Wage
8 Payment Act, Michigan's Payment of Wages and Fringe Benefits Act, the Ohio
9 *Minimum Fair Wage Standards Act*, the Texas PayDay Act, and Wisconsin state
10 employment regulations, in that the claims under these state laws are part of the
11 same case and controversy as the FLSA claims, the state and federal claims
12 derive from a common nucleus of operative fact, the state claims will not
13 substantially dominate over the FLSA claims, and exercising supplemental
14 jurisdiction would be in the interests of judicial economy, convenience, fairness
15 and comity.

16 19. Independently, this Court has original jurisdiction for the California,
17 New York, Illinois, Kentucky, Washington, Arizona, Florida, Kentucky,
18 Louisiana, Michigan, Ohio, Texas, and Wisconsin state law claims pursuant to
19 the Class Action Fairness Act, 28 U.S.C. § 1332, in that the estimated damages
20 involved in these claims will exceed \$5,000,000 and the parties to this action are
21 residents of different states.

22 20. The United States District Court for the Central District of
23 California has personal jurisdiction because Defendants conduct business within
24 this district.

25 21. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a) in
26 that defendants were subject to personal jurisdiction in this district at the time
27 action was commenced and, pursuant to 28 U.S.C. §§ 1391(b)–(c), because a
28 substantial part of the events or omissions giving rise to the claims asserted

1 herein occurred and had their primary effect in this judicial district.

2 22. The FLSA authorizes Court actions by private parties to recover
3 damages for violations of the FLSA's wage and hour provisions. Jurisdiction
4 over Plaintiffs' FLSA claims is based upon 29 U.S.C. § 216(b) and 28 U.S.C. §
5 1331.

6 **PARTIES**

7 23. JPMorgan Chase Bank, N.A., ("Chase Bank") is a nationally
8 chartered bank with its main office in Columbus, Ohio. Chase does business in
9 this judicial district and nationwide.

10 24. JPMorgan Chase Bank ("JPMorgan") is a New York corporation
11 licensed to do business throughout the State of California.

12 25. JPMorgan Chase & Co. ("Chase & Co.") is a Delaware corporation
13 with its principal place of business in New York. Chase & Co. is a financial
14 services company that operates thousands of bank branches in the United States.
15 Chase & Co. is licensed to do business throughout the State of California.

16 26. Chase Home Finance, LLC ("Chase Home") is a Delaware limited
17 liability company licensed to do business throughout the State of California.

18 27. Chase Bank, JPMorgan, Chase & Co. and Chase Home are herein
19 collectively referred to as "Chase" or "Defendants."

20 28. Chase was at all times doing business throughout the state of
21 California and had various offices located in the county of Los Angeles. Many
22 of the putative class members, including some of the representative Plaintiffs
23 named herein, have been employed during the class period in Los Angeles
24 County. The practices and policies which are complained of are enforced
25 throughout the state of California, including Los Angeles County.

26 29. At all relevant times herein, Plaintiff Roger Al-Chaikh was and is an
27 individual domiciled in the county of San Diego, California. Since July 2009,
28 Mr. Al-Chaikh was employed as a "teller," a non-exempt, hourly position, in

1 Chase Bank's branch offices located in Los Angeles, California. Mr. Al-
2 Chaikh's employment with Chase Bank continued until May 2010. Mr. Al-
3 Chaikh performed his job duties in a capable and competent manner.

4 30. At all relevant times herein, Plaintiff Carolyn Salazar was and is an
5 individual domiciled in the County of Imperial, California. Since November,
6 2009, Ms. Salazar was employed as a "teller," a non-exempt, hourly position, in
7 Chase Bank's branch office located in Imperial County, California. Ms.
8 Salazar's employment with Chase Bank continued until September 2010. Ms.
9 Salazar performed her job duties in a capable and competent manner.

10 31. At all relevant times herein, Plaintiff Estela Slikker was and is an
11 individual domiciled in the county of Contra Costa, California. Since, March
12 2011, Ms. Slikker was employed during the class period by Chase Bank as a
13 "Personal Banker," a non-exempt, hourly position, in Chase Bank's branch
14 office in Martinez, located in Contra Costa County, California. Ms. Slikker's
15 employment with Chase Bank continued until November 2011. Despite
16 performing her job duties in a capable and competent manner, Ms. Slikker was
17 constructively terminated by Chase. Accordingly, provided Chase ceases its
18 widespread violations of the federal and state labor laws, Ms. Slikker is
19 interested in returning to work for Chase in the future.

20 32. At all relevant times herein, Plaintiff Evan Hightower was and is an
21 individual domiciled in the county of Los Angeles, California. Mr. Hightower
22 was employed during the class period by Chase Bank as a "banker," a non-
23 exempt, hourly position, in Chase Bank's branch office in Marina Del Rey,
24 located in Los Angeles County, California. Mr. Hightower was originally hired
25 by Washington Mutual in or about April 2007 as a "personal banker." In
26 September 2008, his title was changed to "banker" and his employment with
27 Chase Bank ended in or about April 2010.

28 33. At all relevant times herein, Plaintiff Ann Ross was and is an

1 individual domiciled in the county of Los Angeles, California. Ms. Ross was
2 employed during the class period by Chase Bank as a “teller,” a non-exempt,
3 hourly position, in Chase Bank’s branch office located in Los Angeles County,
4 California. Ms. Ross was originally hired by Washington Mutual in or about
5 April 2006 as a “personal financial representative.” In June of 2009, she became
6 a “teller,” a position she held until her employment with Chase Bank ended in or
7 about October 2009.

8 34. At all relevant times herein, Plaintiff Regina M. Simpson was an
9 individual residing in California. Ms. Simpson is a former employee of
10 JPMorgan, Chase & Co. and Washington Mutual Bank, a former division of
11 Chase & Co. and JPMorgan and Chase & Co.’s predecessor-in-interest. Ms.
12 Simpson worked for JPMorgan and Chase & Co. directly and/or for Washington
13 Mutual Bank continuously in California in a retail branch on a full-time basis
14 from in or about 1998 to in or about February 3, 2009.

15 35. At all relevant times herein, Plaintiff Regina Sturdivant was an
16 individual residing in California. She is a former employee of JP Morgan and
17 Chase Home. Ms. Sturdivant worked for JPMorgan and Chase Home in
18 California in the capacity of an “REO Specialist” on a full-time basis from in or
19 about May 1, 2006 to in or about May 11, 2007.

20 36. At all relevant time herein, Plaintiff Michelle T. Nguyen was and is
21 an individual domiciled in the county of Orange, California. Ms. Nguyen was
22 hired by Defendant in 1989 and was employed during the class period by Chase
23 Bank as a “Financial Service Representative,” “Personal Banker” and “Teller,”
24 all non-exempt, hourly positions, in Chase Bank’s branch office in Garden
25 Grove, California. Ms. Nguyen performed her job duties in a capable and
26 competent manner.

27 37. Plaintiff Dennis Khutoretsky was employed by Chase Bank as a
28 Personal Banker at two Manhattan branches in New York City, one from in or

1 around July 2007 until in or around September 2008, and the other from in or
2 around November 2009 until in or around November 2010.

3 38. Plaintiff Mikhail Lirman was employed by Chase Bank as a
4 Personal Banker at a midtown Manhattan branch in New York City from in or
5 around June 2006 until in or around April 2008.

6 39. Plaintiff Boris Shulman was employed by Chase Bank as a Personal
7 Banker at Chase's 305 Seventh Avenue branch in Manhattan (New York City)
8 from approximately September 2007 until June 29, 2011.

9 40. Plaintiff Marlena Gelbart was employed by Chase Bank as a "teller"
10 and/or as a "senior teller" (collectively referred to herein as a "teller") in two
11 different Brooklyn (New York City) Chase branches from in or about 2002 until
12 2006 and again from approximately August 2010 until May 2011. Plaintiff
13 Gelbart was also employed by Chase Bank as a Personal Banker at a Chase
14 branch in Brooklyn (New York City) from in or about 2006 until in or about
15 August 2010.

16 41. Plaintiff Malcolm Sweet was employed by Chase Bank as a "teller"
17 in a Brooklyn (New York City) Chase branch from in or about late 2008 until
18 March 2010.

19 42. Plaintiff Tanesha Gunn was employed by Chase Bank as a Personal
20 Banker at three different Chase locations in Chicago, Illinois from in or around
21 April 2007 until June 2011.

22 43. Plaintiff Shirley Wright was employed by Chase Bank as a non-
23 exempt, hourly Teller at two different Chase locations in Phoenix, Arizona from
24 around 1996 until about May 2012.

25 44. Plaintiff Scarleth Diaz was employed by Chase Bank as a non-
26 exempt, hourly Teller at from in or around 2007 until 2010 at a Chase branch
27 location in Orange City, Florida.

28 45. Plaintiff Jean Thompson was employed by Chase Bank as a non-

1 exempt, hourly Teller at a Chase branch location in Louisville, Kentucky from or
2 around August 2010 until around April 2012.

3 46. Plaintiff Kiaone Dillon was employed by Chase Bank as a non-
4 exempt, hourly Personal Banker from around February 2008 to June 2008 at the
5 Chase branch locations in Metairie, Louisiana and Terrytown, Louisiana.

6 47. Plaintiff Joshua Groce was employed by Chase Bank as a non-
7 exempt, hourly Personal Banker from July 2007 to May 2009 at a Chase branch
8 location in Flint, Michigan.

9 48. Plaintiff Michael Clark was employed by Chase Bank as a non-
10 exempt, hourly Personal Banker and Branch Manager from January 2008 to
11 October 2010 at Chase branch locations in Cincinnati, Ohio and Loveland, Ohio.

12 49. Plaintiff Wendy McWilson was employed by Chase Bank as a non-
13 exempt, hourly Personal Banker from September 2009 to March 2011 at the
14 Chase branch location in Arlington, Texas.

15 50. Plaintiff Tyler Nicholes was employed by Chase Bank as a Teller
16 and Personal Financial Representative, both non-exempt, hourly positions, from
17 2003 to 2009 at a Chase branch location in Seattle, Washington.

18 51. Plaintiff Latoya Stewart was employed by Chase Bank as a non-
19 exempt, hourly Vault Teller/Senior Teller from April 2008 to December 2008 at
20 the Chase branch location in Janesville, Wisconsin.

21 52. Plaintiff Janet Rebholz has been employed by Chase Bank since
22 1996 at a Chase branch location in Milwaukee, Wisconsin. Plaintiff Rebholz
23 currently works as a Teller, but has also worked as a Lead Teller, Vault Teller
24 and Personal Banker during her employment with Chase.

25 53. Salazar, Al-Chaikh, Slikker, Hightower, Ross, Simpson, Sturdivant,
26 Nguyen, Khutoretsky, Lirman, Shulman, Gelbart, Sweet, Gunn, Wright, Diaz,
27 Thompson, Dillon, Groce, Clark, McWilson, Nicholes, Stewart and Rebholz are
28 hereinafter collectively referred to as the "Plaintiffs." Salazar, Al-Chaikh,

1 Slikker, Hightower, Ross, Simpson, Sturdivant, and Nguyen are at times referred
2 to as the “California Plaintiffs.” Khutoretsky, Lirman, Shulman, Gelbart and
3 Sweet are also at times referred to as the “New York Plaintiffs,” and Gunn is
4 hereinafter referred to as the “Illinois Plaintiff.” Wright is hereinafter referred to
5 as the “Arizona Plaintiff.” Diaz is hereinafter referred to as the “Florida
6 Plaintiff.” Thompson is hereinafter referred to as the “Kentucky Plaintiff.”
7 Dillon is hereinafter referred to as the “Louisiana Plaintiff.” Groce is hereinafter
8 referred to as the “Michigan Plaintiff.” Clark is hereinafter referred to as the
9 “Ohio Plaintiff.” McWilson is hereinafter referred to as the “Texas Plaintiff.”
10 Nicholes is hereinafter referred to as the “Washington Plaintiff,” and Stewart and
11 Rebholz are hereinafter referred to as the “Wisconsin Plaintiffs.”

12 54. Plaintiffs are presently unaware of the true names, capacities and
13 liability of defendants named herein as DOES 1 through 10, inclusive.

14 Accordingly, Plaintiffs will seek leave of court to amend this Third Amended
15 Consolidated Class Action Complaint to allege their true names and capacities
16 after the same have been ascertained.

17 55. Plaintiffs are informed and believe and thereon allege that each of
18 the fictitiously named defendants is responsible in some manner for the wrongs
19 and damages as herein alleged, and in so acting was functioning as the agent,
20 servant, partner, and employee of the co-defendants, and in doing the actions
21 mentioned below, was acting within the course and scope of his or her authority
22 as such agent, servant, partner, and employee with the permission and consent of
23 the co-defendants. Plaintiffs’ injuries as herein alleged were proximately caused
24 by Chase. Wherever it is alleged herein that any act or omission was done or
25 committed by any specially named defendant or defendants, Plaintiffs intend
26 thereby to allege and does allege that the same act or omission was also done and
27 committed by each and every defendant named as a DOE, both separately and in
28 concert or conspiracy with the named defendant or defendants.

1 *Code* § 17021 and the California *Labor Code* §§ 1–29.5.

2 61. In its retail branch locations throughout the nation, including
3 California, New York, Illinois, Arizona, Florida, Kentucky, Louisiana,
4 Michigan, Ohio, Texas, Washington and/or Wisconsin, Chase employs non-
5 exempt workers under several job titles, including, but not limited to “Teller,”
6 “Banker,” “Sales & Service Associate,” and “Assistant Branch Manager –
7 Trainee” (collectively “Retail Branch Employees”).

8 62. These Retail Branch Employees are all classified as non-exempt by
9 Chase and are entitled to receive overtime pay. Retail Branch Employees are
10 paid an hourly wage, usually based upon a forty hour work week.

11 63. The primary job of Retail Branch Employees is to assist customers
12 with their banking needs, including: opening and closing the bank branch,
13 counting money, maintaining the cashier’s drawer, performing bank transactions
14 (including withdrawals and deposits), offering and selling financial products and
15 services, taking loan applications, and handling other customer service requests.

16 64. All Retail Branch Employees are similarly situated in that they share
17 common job duties and descriptions and are all subject to Chase’s policy and
18 practice that requires them to perform work, including overtime, without
19 compensation.

20 65. The requirement to work off-the-clock and overtime by Retail
21 Branch Employees was frequent and unavoidable. Retail Branch Employees
22 were required to work off-the-clock and overtime hours in order to complete
23 their job duties, requiring work to be performed both before and after their
24 scheduled shifts, as well as on their uncompensated meal and rest breaks. Chase
25 enforced such policies especially when cash discrepancies arose among
26 employees who worked the closing shift. Specifically, Chase’s closing policy
27 required Plaintiffs and employees to remain inside the bank whenever “cash was
28 out of balance”—Chase’s common parlance to explain cash shortages. When

1 this occurred, all closing shift employees were required to remain inside the store
2 under complete control of their employer until the cash discrepancy was
3 satisfactorily addressed. Retail Branch Employees regularly had to wait at the
4 bank for fifteen (15) to thirty (30) minutes despite being clocked out. However,
5 Plaintiffs and class members were paid wages only until the conclusion of their
6 shift. The remainder of the work time Plaintiffs and class members spent inside
7 the bank thereafter was not paid. As a result of such policy, Plaintiffs and class
8 members were not compensated for minimum wages or overtime. Chase knew
9 Plaintiffs and class members worked overtime on a regular basis but it
10 discouraged employees from accurately reporting all hours through an
11 oppressive policy and practice that subjected its employees to reprimands or
12 reprisals when they sought approval of overtime hours. Chase also enforced a
13 practice where bank managers or supervisory employees responsible for
14 approving timesheets were encouraged to adjust down the overtime hours
15 reflected in Plaintiffs' and class members' timesheets. Bank managers or
16 supervisory employees were the only persons with authority to approve and
17 change timesheets to avoid payment of overtime.

18 66. The identification of the individual class members may be
19 effectuated by reference to Chase records. The total amount of unpaid wages
20 and/or overtime compensation denied class members during the class period is
21 also readily ascertainable from Chase's records, which have yet to be completely
22 produced by Chase.

23 67. Retail Branch Employees in California further allege Chase Bank
24 failed to pay all wages due, including overtime compensation, in that Chase
25 Bank managers would erase or modify, or "computer edit," Retail Branch
26 Employees' recorded work hours to avoid the payment of overtime. This
27 "computer edit" process involved Retail Branch Employees arriving early or
28 staying late (time in excess of eight (8) hours per day and/or forty (40) hours per

1 week) at the request of either the assistant manager or branch manager. Upon
2 completion of such early and late work, the assistant manager or branch manager
3 would access Retail Branch Employees' time records, and change the times
4 when Retail Branch Employees clocked in, claiming that they clocked in later
5 than they actually clocked in, or clocked out, claiming that they clocked out
6 earlier than they actually clocked out, for purposes of calculating time worked.
7 This "computer edit" resulted in Retail Branch Employees being underpaid for
8 hours worked in a single time-period, including, for example, in a single work
9 day, and denied all wages due, and, more specifically, overtime compensation.

10 68. Chase Bank failed to pay class members all compensation
11 (including overtime compensation) due, in violation of, *inter alia*, the California
12 Labor Code and FLSA. This failure was caused by and through Defendant's
13 standard and uniform system of accounting and compensation practice.
14 Specifically, after recording time worked, Chase Bank would edit or modify the
15 recorded work-time, transferring the work-time to a different numerical system.
16 The work-time (recorded on a system of 1 to 60 minutes) is transferred to a
17 separate system, based on 1 through 100. For example, 20 (out of a possible 60)
18 work-minutes will be transferred to a 0.33 (out of a possible 1.00). This edit
19 process is standard and uniform as to Chase Bank and the classes. The damage
20 to the classes is caused in the transfer of numerical systems. For example, if an
21 employee is making \$15.00 per hour and works 20 minutes, that employee
22 should receive \$5.00 (or exactly one-third of \$15). However, under the Chase
23 Bank system, the employee would receive only \$4.95 (\$15.00 divided by 100
24 equals 0.15; 0.15 multiplied by 33 equals \$4.95). This is true because, although
25 20 is exactly one-third of 60, 33 is not exactly one-third of 100. Such an
26 underpayment is true for all other pay categories, including, but not limited to,
27 vacation pay and paid time off.

28 69. Chase Bank's willful re-calculation of time worked, into a separate

1 configuration, results in a failure to pay all amounts owing to its employees. For
2 instance, between April 19, 2010 and May 5, 2010, Plaintiff Salazar worked 5
3 minutes at her overtime rate of pay. However, Chase Bank re-calculated the 5
4 minute amount from a fractional system to a decimal system, calculating 5
5 minutes as .08 of an hour. Five (5) minutes is actually $5/60$ or .83333 repeating
6 to infinity, of an hour. Multiplying this by overtime rate shows that Salazar lost
7 five cents of overtime for this pay period, in violation of the FLSA and Labor
8 Code. For the same pay period, Salazar worked 52 hours and 20 minutes at her
9 regular rate of pay. Chase Bank re-calculated the 20 minutes as .33 of an hour.
10 20 minutes is actually $20/60$ or .3333 repeating to infinity of an hour.
11 Multiplying her actual minutes times the regular rate of pay shows that Salazar
12 lost 3 cents for this pay period, in violation of the California Labor Code.

13 70. Plaintiffs believe that Salazar's experiences described in the above
14 paragraph are shared amongst the other class members in California insofar as
15 over a period of time Chase's recalculation of time worked failed to compensate
16 employees for all the time they actually worked, in violation of California law
17 which is more protective of employee's rights than federal law. The
18 identification of the individual class members may be effectuated by reference to
19 Chase records. The total amount of unpaid wages and/or overtime compensation
20 denied class members during the class period is also readily ascertainable from
21 Chase's records, which have yet to be completely produced by Chase.

22 71. Chase Bank did not allow Retail Branch Employees to leave the
23 bank by themselves at the end of their shifts. Thus, after clocking out for the day
24 at the end of their shifts, Retail Branch Employees had to wait five (5) to ten (10)
25 minutes in the bank for another Retail Branch Employee to accompany them
26 when they left the bank. This occurred on a regular basis. This waiting time was
27 not reasonably related to or necessary for any purported security checks. At all
28 times the Retail Branch Employees remained under the control of Chase. This

1 idle waiting time could have been recorded by Chase but it refused to do so to
2 avoid payment of additional wages. The aggregate amount of unpaid waiting
3 time totalled 25 to 50 minutes a week, or 3 to 4 hours a month. This translates
4 into an additional \$30 to \$50 a month per employee, and in these hard economic
5 times, such unpaid compensation cannot be characterized as trivial. None of the
6 above off-the-clock work was ever recorded or compensated. As described
7 below, Retail Branch Employees were also required to work during their meal
8 and rest periods in violation of applicable state law (if any) and were not paid for
9 this off-the-clock work. Missed meals and rest breaks occurred several times a
10 week throughout Plaintiffs' employment, often without any compensation or
11 payment of premiums, if required under applicable state law such as California.
12 The total amount of unpaid wages, premiums and/or overtime compensation
13 denied class members during the class period may be readily ascertainable from
14 Chase's records, which have yet to be completely produced by Chase.

15 72. Throughout the period of time covered by this lawsuit, Chase has
16 used the same practices, procedures, computer software and forms to set the
17 work for all of its Personal Bankers and tellers throughout the state of New York.

18 73. Chase branch/managers in New York have been required to draft
19 and post weekly work schedules for non-exempt employees such as Personal
20 Bankers and tellers. These schedules set forth Personal Bankers' and tellers'
21 scheduled workdays and work hours. Managers do not typically schedule
22 Personal Bankers or tellers to work more than 40 hours per week. "Part-time
23 tellers" were scheduled to work fewer than 40 hours per week.

24 74. However, New York Plaintiffs and other similarly situated class
25 members routinely worked in excess of 45-50 hours per week without
26 compensation for their overtime hours. For example, Plaintiff Khutoretsky
27 estimates that he typically worked 45-55 hours per week without being paid for
28 his overtime hours. Similarly, Plaintiff Shulman usually worked substantially

1 more than 40 hours per week, often working 60 hours per week, but was paid for
2 only 40 hours per week. Part-time tellers like Plaintiff Sweet also worked more
3 hours than they were scheduled for, and they occasionally worked overtime.
4 However, Plaintiff Sweet was only paid for his scheduled hours, regardless of
5 how many hours he worked, even though Chase agreed to pay him an hourly rate
6 for all hours worked.

7 75. The New York Plaintiffs and other Personal Bankers and tellers
8 were often required to work through their lunch-breaks and to remain at work
9 after their scheduled shifts to attend meetings with their branch managers or to
10 deal with customers/clients.

11 76. Although Plaintiff Khutoretsky was scheduled to take a one hour
12 lunch break, he was usually only able to take between 5 and 30 minutes for
13 lunch. His lunch was interrupted almost every day because he would be called
14 on to help a customer. Plaintiff Lirman's scheduled lunch break was also
15 interrupted – to help with customers or for other work reasons – almost daily.
16 Plaintiff Shulman's lunch was interrupted approximately 3 times a week to
17 attend to a customer or perform other work. Plaintiff Gelbart's lunch was also
18 interrupted – usually to deal with customers – approximately 2 to 3 times each
19 week. Plaintiff Sweet's lunch break was also frequently interrupted; due to high
20 volume, his branch manager or the head teller called him back early from his
21 lunch break to return to work.

22 77. Every day, Plaintiffs Khutoretsky, Lirman and Shulman were
23 required to attend meetings – called “debriefs” -- with their managers after the
24 end of their scheduled shifts. These “debriefs” were implemented, and/or
25 required, by Defendants' upper-management for the purpose of discussing sales
26 figures, goals, and what was going on in each branch and what the personal
27 bankers needed to focus on. These meetings generally lasted between 20 to 30
28 minutes and 1.5 hours.

1 78. The New York Plaintiffs and other Personal Bankers often had to
2 remain at work after their scheduled shifts and sometimes come to work on
3 scheduled days off to engage in additional promotional work for Chase. The
4 New York Plaintiffs and other Personal Bankers were not paid for the time they
5 worked on such mandatory promotional events. For example, Plaintiffs
6 Khutoretsky and Lirman were required, along with other Personal Bankers, to
7 attend call nights once a week, usually every Tuesday. These call nights would
8 last for approximately 2.5 to 3 hours after the end of their shifts. Plaintiff
9 Shulman also had to attend weekly call nights after his scheduled shift that lasted
10 roughly 2 to 3 hours. During the call nights, Personal Bankers had to call
11 potential customers to schedule appointments. However, Plaintiffs Khutoretsky
12 and Lirman and other Personal Bankers were never paid any wages for the time
13 worked during the promotional events.

14 79. In an effort to meet the strict quotas for opening new accounts set by
15 Chase, Plaintiff Gelbart and other Personal Bankers often worked on Saturdays.
16 This resulted in the Personal Bankers working and not being compensated for
17 overtime work. Plaintiff Khutoretsky was required to work approximately one
18 Saturday a month for roughly 3 to 4 hours on top of his regular, Monday to
19 Friday schedule. Plaintiff Shulman had to work 1 or 2 Saturdays a month at his
20 branch for several hours in addition to his normal schedule.

21 80. Chase's New York tellers, including Plaintiffs Gelbart and Sweet,
22 regularly had to work late after the end of their scheduled shifts, resulting in
23 them not being paid for this time. At least one to two times per week, Plaintiff
24 Sweet's branch manager told him to clock out but then instructed Plaintiff Sweet
25 that he could not leave because he needed to finish working.

26 81. Chase strictly monitored any significant payment of overtime by its
27 branches. Chase counselled branch managers not to pay significant overtime and
28 reprimanded them for doing so. Upon and information and belief, Chase treated

1 significant payment of overtime by a Chase branch as an act of poor performance
2 by the branch manager which was reflected negatively in the offending branch
3 manager's performance evaluations and compensation.

4 82. Chase required branch managers to sign off on Personal Bankers'
5 and tellers' time sheets, and the branch managers uniformly refused to sign off
6 on any time sheets that included overtime. In fact, New York Plaintiffs' branch
7 managers instructed them and all other Personal Bankers and tellers to exclude
8 all overtime worked when submitting their time sheets at the end of each week.

9 83. As a result of the above uniform practices and policies, New York
10 Plaintiffs and other Personal Bankers and tellers were seldom, if ever, paid for
11 overtime, even though they routinely worked overtime.

12 84. Chase branch/managers in Illinois have been required to draft and
13 post weekly work schedules for non-exempt employees such as Personal
14 Bankers. These schedules set forth Personal Bankers' scheduled workdays and
15 work hours. Managers do not typically schedule Personal Bankers or tellers to
16 work more than 40 hours per week.

17 85. However, Plaintiff Gunn and other Illinois Personal Bankers often
18 were required to work through their lunch-breaks and to remain at work after
19 their scheduled shifts (i) for branch closing related work, and (ii) to deal with
20 customers and account paperwork.

21 86. Plaintiff Gunn was normally scheduled to work a 9-hour shift, with
22 one hour off for lunch, five days a week.

23 87. While Plaintiff Gunn was supposed to receive a one-hour break for
24 lunch, her manager often interrupted her and ordered her, and other Personal
25 Bankers, back to work when the branch was busy and they needed help with
26 customers.

27 88. Plaintiff Gunn and the other Personal Bankers also worked through,
28 without pay, parts of their one-hour lunch break on days that when the District

1 Manager would come to visit their branch.

2 89. Plaintiff Gunn also worked an extra 15 to 30 minutes at the end of
3 her scheduled shift, without pay, approximately two times per week.

4 90. As a result of the above uniform practices and policies, Plaintiff
5 Gunn and other Personal Bankers employed by Chase in Illinois were seldom, if
6 ever, paid for overtime, even though they routinely worked overtime.

7 91. California Retail Branch Employees, including Plaintiff Hightower,
8 were routinely denied meal and rest breaks. Meal breaks were not scheduled and
9 could not be taken without prior approval from the assistant manager or the
10 branch manager. Retail Branch Employees were often denied meal breaks and
11 rest breaks by their managers because the bank was too busy for Retail Branch
12 Employees to take a meal or rest break. For example, Plaintiff Hightower was
13 often denied a meal break because other employees had beaten him to lunch or
14 because he needed to assist a customer. Although Hightower routinely was
15 denied meal breaks, he was instructed by his manager, Frank Knight, to record
16 meal breaks on his time sheets everyday, even on the days when he did not
17 receive a meal break. On at least one occasion, Mr. Knight informed Hightower
18 that he had changed his timesheets by adding a meal period when the meal had
19 been neither taken nor lodged. This incident was not isolated to Hightower, as
20 managers would often go into Retail Branch Employees' time records, and
21 "computer edit" them to represent a meal break was taken, when, in fact, none
22 had been taken. No meal period payments were provided to Retail Branch
23 Employees in such instances. Similarly, throughout the course of his
24 employment, Plaintiff Hightower was almost never provided with rest breaks.
25 Although he specifically requested breaks, his managers denied his requests.
26 Retail Branch Employees are informed and believe and thereon allege that all
27 other class members in California suffered the same experience by their
28 managers.

1 92. During her time with Chase, Plaintiff Ross was routinely denied
2 statutorily required breaks. Ross never received rest breaks. Plaintiff Ross
3 requested such breaks from her manager but her request was denied.
4 Additionally, Ross was not provided with all of the uninterrupted thirty minutes
5 meal periods to which she was entitled. At least once per month, Ross was
6 interrupted during her lunch period by her manager and/or assistant manager to
7 service a customer or otherwise perform her duties as a teller. Plaintiff
8 Hightower's meal breaks also were interrupted by his managers so that he could
9 assist customers. Additionally, California Retail Branch Employees were
10 interrupted during their meal and rest periods by managers, other employees, and
11 customers.

12 93. California Retail Branch Employees and New York Retail Branch
13 Employees allege that Chase utilized a uniform policy whereby Chase would
14 require Retail Branch Employees to purchase, with their personal funds, uniform
15 items, including uniform shirts bearing a "CHASE" logo. Since Chase
16 implemented and enforced this uniform policy, Chase was thus aware at all times
17 that Chase employees purchased from their personal funds uniform items yet
18 never offered and/or willfully refused to reimburse employees for such items.
19 As a result of this policy and practice, Plaintiffs and class members were forced
20 to purchase clothing sold by, or pursuant to the request of, Chase and were not
21 reimbursed for such necessary business expenses. For example, Plaintiffs
22 purchased at least one uniform shirt bearing a "CHASE" logo for approximately
23 \$50, but were never reimbursed for this expense. Chase's policy made it clear
24 that any effort by Plaintiffs to seek reimbursement for these necessary business
25 expenses was futile.

26 94. Chase had, and continues to have, a policy of not reimbursing
27 employees, including Plaintiffs and class members, for cell phones costs
28 necessarily incurred during the performance of their job duties. For example,

Chase enforced a policy that required Plaintiffs and Retail Branch Employees to own and use their personal cell phones to (i) communicate with other employees when opening the bank and checking for unauthorized persons in the bank, (ii) sell financial products offered by Chase, and (iii) communicate with other employees regarding Chase's day to day operations, especially when out of the office where use of texts and cell phone calls was expected as the method to stay in touch with the branch. This policy applied to all Plaintiffs and Retail Branch employees and was communicated and enforced by bank managers and/or supervisory employees. Specifically as to the opening procedures, Chase enforced a policy where one employee was required to remain outside the bank while another employee inspected the bank interior. The employee waiting outside could not enter the bank until after a call from the employee inside the bank. Chase did not provide any telephones outside the branch for this purpose. As a result of Chase's practice and policy with respect to its opening procedures, Plaintiffs and Retail Branch Employees were required to use their cell phones when opening the bank. Retail Branch Employees incurred monthly charges to maintain the cell phones they were required to use at work. Since Chase implemented and enforced the foregoing policies, Chase was thus aware at all times that Chase employees were using their personal cell phones for these work-related activities yet never offered and/or willfully refused to reimburse employees for such business-related expenses. Plaintiffs and Retail Branch employees incurred out-of-pocket expenses they would have otherwise not incurred because they were obligated to maintain cell phone contracts to comply with the above Chase policies.

95. Chase Bank required its employees to attend days-long training courses. Plaintiffs believe personal bankers were required to attend a 10-day orientation and tellers a 1-week training course. As a result of Chase's practice and policy, Plaintiffs and class members attended at least one training course

1 throughout their tenure with Chase. All training courses were held outside the
2 branch at a remote location that required Plaintiffs and class members to incur
3 out of pocket transportation expenses, such as mileage or subway fare. Plaintiffs
4 and class members also incurred expenses for meals during all-day training
5 courses. Chase Bank willfully refused to reimburse its employee for all or part
6 expenses incurred to attend these mandatory training sessions, did not offer such
7 reimbursement for these expenses or failed to adequately inform employees of
8 what expenses were reimbursable, if any, to discourage reimbursement requests.

9 96. Chase wilfully failed to pay Retail Branch Employees in California,
10 who are no longer employed by Chase Bank, their earned and unpaid wages,
11 including, but not limited to, unpaid overtime, minimum wages, and/or meal and
12 rest period premiums, either at the time of discharge, or within seventy-two (72)
13 hours of their leaving Chase's employ. Chase's failure to pay Retail Branch
14 Employees who are no longer employed by Chase their wages earned and unpaid
15 at the time of discharge, or within seventy-two (72) hours of their leaving
16 Chase's employ, is in violation of California *Labor Code* §§ 201, 202, and
17 entitles Retail Branch Employees to recover statutory penalties, which is defined
18 as Retail Branch Employees' regular daily wages for each day they were not
19 paid, at their regular hourly rate of pay, up to a thirty (30) day maximum
20 pursuant to California *Labor Code* § 203.

21 97. At all times relevant hereto, JPMorgan, Chase & Co. and Chase
22 Home had in effect various written nondiscretionary bonus plans applicable to its
23 non-exempt employees whereby these defendants provided such employees
24 nondiscretionary paid bonuses as part of their regular compensation. These
25 nondiscretionary bonuses were part of Chase's compensation plan designed to
26 motivate and reward employees for meeting certain sales goals set by Chase.
27 For example, Plaintiff Slikker and other class members earned various amounts
28 of "points" for selling Chase's products and services, such as savings and

1 checking accounts, credit cards, direct deposit accounts, loans, “Bill Pay”
2 accounts, IRA’s, and online banking accounts, amongst other products and
3 services. The “points” were then redeemed at the end of the month for monetary,
4 nondiscretionary bonus payments. By implementing this system, Chase did not
5 retain discretion as to whom the bonus would be paid, or the amount of the
6 bonus payment. The nondiscretionary bonuses were paid as part of a regular
7 compensation plan. In fact, the nondiscretionary bonuses often exceeded the
8 amount of hourly wages earned by Plaintiff Slikker and other class members.
9 Although these nondiscretionary bonus payments constituted a very large portion
10 of each class member’s income, Chase excluded these bonuses when calculating
11 each class member’s regular rate of pay, such as the overtime rate, in violation of
12 applicable state law.

13 98. At all times relevant hereto, JPMorgan, Chase & Co. and Chase
14 Home had in effect various written compensation plans applicable to its non-
15 exempt employees whereby these defendants provided such employees
16 commissions as part of their regular compensation.

17 99. At all times relevant hereto, Plaintiff Simpson worked in excess of
18 forty (40) hours in a week and/or eight (8) hours in a day and earned
19 nondiscretionary bonus pay and/or commissions pursuant to JPMorgan and
20 Chase & Co.’s written compensation policies. Plaintiff Sturdivant also worked
21 in excess of forty (40) hours in a week and/or eight (8) hours in a day and earned
22 nondiscretionary bonus pay and/or commissions pursuant to JPMorgan and
23 Chase Home’s written compensation policies. However, JPMorgan, Chase &
24 Co. and Chase Home failed to include the nondiscretionary bonus payments
25 and/or the commissions it paid to its non-exempt employees in computing the
26 amount of overtime compensation due such employees. Based on information
27 and belief, Chase utilized a standardized calculation methodology that did not
28 consider non-discretionary bonus pay and/or commissions.

1 100. At all times relevant hereto, JPMorgan, Chase & Co. and Chase
2 Home had in effect various written vacation policies whereby such Defendants'
3 employees were provided paid time off in the form of vacation as part of their
4 compensation.

5 101. Pursuant to JPMorgan, Chase & Co. and Chase Home's vacation
6 policies, employees are forced to forfeit, without compensation, all unused paid
7 vacation accrued in a calendar month of employment if such employees are not
8 employed on the last day of the calendar month during which such paid vacation
9 accrued.

10 102. In sum, Chase implements its unlawful policy and practice of failing
11 to pay for all overtime hours worked by Retail Branch Employees under the
12 following means: (a) Chase does not allow Retail Branch Employees to record
13 all hours worked, including hours in excess of forty per work week; (b) it erases
14 or modifies Retail Branch Employees' recorded hours, or requires them to erase
15 or modify their recorded hours, to eliminate or reduce hours worked, including
16 hours in excess of forty per work week; (c) its requires Retail Branch Employees
17 to work during uncompensated breaks, and/or (d) fails to include all earned
18 wages, including commissions and nondiscretionary bonuses, in computing the
19 amount of overtime compensation due to employees.

20 103. Chase could easily and accurately record the actual time worked by
21 all Retail Branch Employees, including, for example, by providing a punch card
22 clock at the door of the retail branches. However, Chase has failed to install an
23 immutable time-keeping system that was not subject to manipulation.

24 104. In light of Chase's failure to accurately record time worked, Chase
25 failed to provide accurate wage statements to Retail Branch Employees
26 identifying all hours worked.

27 105. Non-exempt Chase workers employed nationwide, including
28 without limitation those employed in the state of California, New York, Illinois,

1 Arizona, Florida, Kentucky, Louisiana, Michigan, Ohio, Texas, Washington
2 and/or Wisconsin, suffered the same unlawful practices and procedures described
3 above.

4 106. Chase engaged in systematic and uniform time-keeping practices
5 with respect to its overtime eligible associates that were unlawful, unfair and
6 deceptive to Chase's overtime eligible associates.

7 107. The net effect of Chase's policy and practice, instituted and
8 approved by company managers, is that Chase willfully fails to pay overtime
9 compensation and willfully fails to keep accurate time records, in order to save
10 payroll costs. Chase enjoys millions of dollars in ill-gained profits at the
11 expense of its hourly employees.

12 108. Plaintiffs who filed suit in California exhausted their administrative
13 remedies and pre-filing requirements to California *Labor Code* § 2699.3. On
14 October 13, 2010, Plaintiff Salazar gave written notice, via certified mail, to the
15 California Labor & Workforce Development Agency ("LWDA"), as well as to
16 Chase, of the specific provisions of the Labor Code alleged to have been
17 violated, including the facts and theories to support the alleged violations.
18 Plaintiffs Hightower and Ross timely provided similar notices on March 1, 2011
19 to the LWDA and to Chase. Plaintiff Al-Chaikh timely provided a similar
20 notice on May 13, 2011 to the LWDA and to Chase. Plaintiff Slikker timely sent
21 a similar notice on November 18, 2011.

22 **COLLECTIVE AND CLASS ALLEGATIONS**

23 **A. FLSA Collective Actions**

24 109. FLSA Retail Branch Class: Plaintiffs bring the First Cause of
25 Action, the FLSA claim, as a nationwide "opt-in" collective action pursuant to
26 29 U.S.C. § 216(b), on behalf of Retail Branch Employees, including
27 themselves, and, as the named class representatives, the following persons:

28 All current and former nonexempt employees of Chase

1 who have worked in the United States at a Chase retail
2 branch at any time within the three years preceding the
3 filing of the original complaint in the Southern District
of California by Plaintiff Salazar on February 17, 2011,
plus periods of applicable tolling.

4 110. The FLSA claim may be pursued by those who opt-in to this case,
5 pursuant to 29 U.S.C. § 216(b) and who have previously filed consent to join
6 forms in any of the transferred actions.

7 111. Plaintiffs individually and on behalf of other similarly situated
8 employees, seek relief on a collective basis challenging, among other FLSA
9 violations, Chase's practice of failing to accurately record all hours worked,
10 failing to pay employees for all hours worked, including overtime compensation,
11 and failing to properly calculate and pay overtime compensation that was
12 recorded. The number and identity of other plaintiffs yet to opt in and consent to
13 be party plaintiffs may be determined from Chase's records, and potential class
14 members may easily and quickly be notified of the pendency of this action.

15 **B. California Rule 23 Classes**

16 112. California Retail Branch Class: Plaintiffs bring the Second through
17 Tenth Causes of Action as a class action pursuant to Federal Rule of Civil
18 Procedure 23(b)(3), on behalf of California Retail Branch Employees, including
19 themselves, and, as the named class representatives, the following persons:

20 All current and former nonexempt employees of Chase
21 who have worked in California at a retail bank branch
22 at any time since September 25, 2008, plus periods of
applicable tolling.

23 Sub-class No. 1: All class members whose employment
24 with Chase Bank has ended.

25 113. Excluded from the California Retail Branch Class are Chase, any
26 entity in which Chase has a controlling interest or which has a controlling
27 interest in Chase, and Chase's legal representatives, assignees and successors.
28 Also excluded is the judge presiding over this case and any member of the

1 judge's immediate family.

2 114. The California state law claims, if certified for class-wide treatment,
3 are pursued on behalf of all similarly situated persons who do not opt-out of the
4 California Retail Branch Class.

5 **C. New York Rule 23 Classes**

6 115. New York Retail Branch Class: Plaintiffs bring the Twelfth through
7 Fifteenth Causes of Action as a class action pursuant to Federal Rule of Civil
8 Procedure 23(b)(3), on behalf of all Retail Branch Employees who were
9 employed by Chase at any New York location on or after the date that is six
10 years before the filing of the original complaint in the Southern District of New
11 York on September 9, 2011, plus periods of applicable tolling.

12 116. Excluded from the New York Retail Branch Class are Chase, any
13 entity in which Chase has a controlling interest or which has a controlling
14 interest in Chase, and Chase's legal representatives, assignees and successors.
15 Also excluded is the judge presiding over this case and any member of the
16 judge's immediate family.

17 117. The New York state law claims, if certified for class-wide treatment,
18 are pursued on behalf of all similarly situated persons who do not opt-out of the
19 New York Retail Branch Class.

20 **D. Illinois Rule 23 Classes**

21 118. Illinois Retail Branch Class: Plaintiffs bring the Sixteenth and
22 Seventeenth Causes of Action as a class action pursuant to Federal Rule of Civil
23 Procedure 23(b)(3), on behalf of all Retail Branch Employees who were
24 employed by Chase at any Illinois location on or after the date that is three years
25 before the filing of the original complaint in this matter, plus periods of
26 applicable tolling.

27 119. Excluded from the Illinois Retail Branch Class are Chase, any entity
28 in which Chase has a controlling interest or which has a controlling interest in

Chase, and Chase's legal representatives, assignees and successors. Also excluded is the judge presiding over this case and any member of the judge's immediate family.

120. The Illinois state law claims, if certified for class-wide treatment, are pursued on behalf of all similarly situated persons who do not opt-out of the Illinois Retail Branch Class.

E. Kentucky Rule 23 Classes

121. Kentucky Retail Branch Class: Plaintiffs bring the Eighteenth through Twenty-Second Causes of Action as a class action pursuant to Federal Rule of Civil Procedure 23(b)(3), on behalf of all Retail Branch Employees who were employed by Chase at any Kentucky location on or after the date that is three years before the filing of the original complaint in this matter, plus periods of applicable tolling.

122. Excluded from the Kentucky Retail Branch Class are Chase, any entity in which Chase has a controlling interest or which has a controlling interest in Chase, and Chase's legal representatives, assignees and successors. Also excluded is the judge presiding over this case and any member of the judge's immediate family.

123. The Kentucky state law claims, if certified for class-wide treatment, are pursued on behalf of all similarly situated persons who do not opt-out of the Kentucky Retail Branch Class.

F. Washington Rule 23 Classes

124. Washington Retail Branch Class: Plaintiffs bring the Twenty-Third through Twenty-Sixth Causes of Action as a class action pursuant to Federal Rule of Civil Procedure 23(b)(3), on behalf of all Retail Branch Employees who were employed by Chase at any Washington location on or after the date that is three years before the filing of the original complaint in this matter, plus periods of applicable tolling.

125. Excluded from the Washington Retail Branch Class are Chase, any entity in which Chase has a controlling interest or which has a controlling interest in Chase, and Chase's legal representatives, assignees and successors. Also excluded is the judge presiding over this case and any member of the judge's immediate family.

126. The Washington state law claims, if certified for class-wide treatment, are pursued on behalf of all similarly situated persons who do not opt-out of the Washington Retail Branch Class.

G. Arizona Rule 23 Classes

127. Arizona Retail Branch Class: Plaintiffs bring the Twenty-Seventh and Twenty-Eighth Causes of Action as a class action pursuant to Federal Rule of Civil Procedure 23(b)(3), on behalf of all Retail Branch Employees who were employed by Chase at any Arizona location on or after the date that is three years before the filing of the original complaint in this matter, plus periods of applicable tolling.

128. Excluded from the Arizona Retail Branch Class are Chase, any entity in which Chase has a controlling interest or which has a controlling interest in Chase, and Chase's legal representatives, assignees and successors. Also excluded is the judge presiding over this case and any member of the judge's immediate family.

129. The Arizona state law claims, if certified for class-wide treatment, are pursued on behalf of all similarly situated persons who do not opt-out of the Arizona Retail Branch Class.

H. Florida Rule 23 Classes

130. Florida Retail Branch Class: Plaintiffs bring the Twenty-Ninth Cause of Action as a class action pursuant to Federal Rule of Civil Procedure 23(b)(3), on behalf of all Retail Branch Employees who were employed by Chase at any Florida location on or after the date that is three years before the

filing of the original complaint in this matter, plus periods of applicable tolling.

131. Excluded from the Florida Retail Branch Class are Chase, any entity in which Chase has a controlling interest or which has a controlling interest in Chase, and Chase's legal representatives, assignees and successors. Also excluded is the judge presiding over this case and any member of the judge's immediate family.

132. The Florida state law claims, if certified for class-wide treatment, are pursued on behalf of all similarly situated persons who do not opt-out of the Florida Retail Branch Class.

I. Louisiana Rule 23 Classes

133. Louisiana Retail Branch Class: Plaintiffs bring the Thirtieth Cause of Action as a class action pursuant to Federal Rule of Civil Procedure 23(b)(3), on behalf of all Retail Branch Employees who were employed by Chase at any Louisiana location on or after the date that is three years before the filing of the original complaint in this matter, plus periods of applicable tolling.

134. Excluded from the Louisiana Retail Branch Class are Chase, any entity in which Chase has a controlling interest or which has a controlling interest in Chase, and Chase's legal representatives, assignees and successors. Also excluded is the judge presiding over this case and any member of the judge's immediate family.

135. The Louisiana state law claims, if certified for class-wide treatment, are pursued on behalf of all similarly situated persons who do not opt-out of the Louisiana Retail Branch Class.

J. Michigan Rule 23 Classes

136. Michigan Retail Branch Class: Plaintiffs bring the Thirty-First through Thirty-Fourth Causes of Action as a class action pursuant to Federal Rule of Civil Procedure 23(b)(3), on behalf of all Retail Branch Employees who were employed by Chase at any Michigan location on or after the date that is

1 three years before the filing of the original complaint in this matter, plus periods
2 of applicable tolling.

3 137. Excluded from the Michigan Retail Branch Class are Chase, any
4 entity in which Chase has a controlling interest or which has a controlling
5 interest in Chase, and Chase's legal representatives, assignees and successors.
6 Also excluded is the judge presiding over this case and any member of the
7 judge's immediate family.

8 138. The Michigan state law claims, if certified for class-wide treatment,
9 are pursued on behalf of all similarly situated persons who do not opt-out of the
10 Michigan Retail Branch Class.

11 **K. Ohio Rule 23 Classes**

12 139. Ohio Retail Branch Class: Plaintiffs bring the Thirty-Fifth through
13 Thirty-Eighth Causes of Action as a class action pursuant to Federal Rule of
14 Civil Procedure 23(b)(3), on behalf of all Retail Branch Employees who were
15 employed by Chase at any Ohio location on or after the date that is three years
16 before the filing of the original complaint in this matter, plus periods of
17 applicable tolling.

18 140. Excluded from the Ohio Retail Branch Class are Chase, any entity in
19 which Chase has a controlling interest or which has a controlling interest in
20 Chase, and Chase's legal representatives, assignees and successors. Also
21 excluded is the judge presiding over this case and any member of the judge's
22 immediate family.

23 141. The Ohio state law claims, if certified for class-wide treatment, are
24 pursued on behalf of all similarly situated persons who do not opt-out of the
25 Ohio Retail Branch Class.

26 **L. Texas Rule 23 Classes**

27 142. Texas Retail Branch Class: Plaintiffs bring the Thirty-Ninth and
28 Fortieth Causes of Action as a class action pursuant to Federal Rule of Civil

1 Procedure 23(b)(3), on behalf of all Retail Branch Employees who were
2 employed by Chase at any Texas location on or after the date that is three years
3 before the filing of the original complaint in this matter, plus periods of
4 applicable tolling.

5 143. Excluded from the Texas Retail Branch Class are Chase, any entity
6 in which Chase has a controlling interest or which has a controlling interest in
7 Chase, and Chase's legal representatives, assignees and successors. Also
8 excluded is the judge presiding over this case and any member of the judge's
9 immediate family.

10 144. The Texas state law claims, if certified for class-wide treatment, are
11 pursued on behalf of all similarly situated persons who do not opt-out of the
12 Texas Retail Branch Class.

13 **M. Wisconsin Rule 23 Classes**

14 145. Wisconsin Retail Branch Class: Plaintiffs bring the Forty-First
15 through Forty-Third Causes of Action as a class action pursuant to Federal Rule
16 of Civil Procedure 23(b)(3), on behalf of all Retail Branch Employees who were
17 employed by Chase at any Wisconsin location on or after the date that is three
18 years before the filing of the original complaint in this matter, plus periods of
19 applicable tolling.

20 146. Excluded from the Wisconsin Retail Branch Class are Chase, any
21 entity in which Chase has a controlling interest or which has a controlling
22 interest in Chase, and Chase's legal representatives, assignees and successors.
23 Also excluded is the judge presiding over this case and any member of the
24 judge's immediate family.

25 147. The Wisconsin state law claims, if certified for class-wide treatment,
26 are pursued on behalf of all similarly situated persons who do not opt-out of the
27 Wisconsin Retail Branch Class.

N. Commonality, Numerosity, Typicality, Adequacy and Superiority.

148. Commonality: There are questions of law and fact common to the classes that predominate over any questions affecting only individual members, in satisfaction of Federal Rules of Civil Procedure 23(a)(2) and (b)(3).

Adjudication of these common issues in a single action has important and desirable advantages of judicial economy. Moreover, there are no unusual difficulties likely to be encountered in the management of this case as a class action. The questions of law and fact common to the classes arising from Chase's actions include, without limitation, the following:

- (a) Whether Chase's policies and practices described in this Complaint were and are illegal;
- (b) Whether Chase failed to properly pay class members all of the wages, including overtime, double-time wages, and agreed wages, due and owing to them in accordance with federal, California, New York, Illinois, Arizona, Florida, Kentucky, Louisiana, Michigan, Ohio, Texas, Washington and Wisconsin law;
- (c) Whether Chase has engaged in a common course of failing to factor in all forms of remuneration to calculate overtime pay rates, including without limitation commissions and nondiscretionary bonuses;
- (d) Whether Chase has engaged in a common course of requiring or permitting its non-exempt employees not to report all hours worked;
- (e) Whether Chase failed to properly pay non-exempt employees the minimum wages due and owed to them in accordance with federal and applicable state law;
- (f) Whether Chase failed to properly pay class members the

1 regular-time wages due and owed to them in accordance with
2 federal and California law;

3 (g) Whether Chase has engaged in a common course of failing to
4 maintain true and accurate time records for all hours worked
5 by its non-exempt employees;

6 (h) Whether Chase has engaged in a common course of altering
7 the time records of its non-exempt employees in violation of
8 applicable state law;

9 (i) Whether Chase has failed to pay all wages due, including
10 overtime compensation, by causing Chase managers to
11 “computer edit” Plaintiffs’ and all other class members’ work-
12 times in violation of applicable state law;

13 (j) Whether Chase failed to provide its non-exempt employees
14 with uninterrupted meal breaks as required by applicable state
15 law;

16 (k) Whether Chase failed to provide its non-exempt employees
17 with uninterrupted rest breaks as required by applicable state
18 law;

19 (l) Whether Chase failed to possess compliant policies for meal
20 and rest periods as required by applicable state law;

21 (m) Whether Chase to pay all compensation due and owing to
22 class members at termination of employment as required by
23 applicable state law;

24 (n) Whether Chase has engaged in a common course of failing to
25 pay its non-exempt employees for all vested and unused
26 vacation pay at the time of termination in violation of
27 applicable state law;

28 (o) Whether Chase failed to reimburse Plaintiffs and class

members for all necessary business and uniform expenses incurred in violation of applicable state law;

(p) Whether Chase failed to provide accurate itemized wage statements to class members in violation of applicable state law;

(q) Whether Chase failed to maintain accurate time records in accordance with federal and applicable state law;

(r) Whether Chase has engaged in unfair competition by the above-listed conduct in violation of California Business & Professions Code § 17200 *et seq.*;

(s) Whether Chase's actions were willful; and

(t) The appropriate amount of damages, restitution, fees or monetary penalties resulting from Chase's violations of federal, California, New York, Illinois, Arizona, Florida, Kentucky, Louisiana, Michigan, Ohio, Texas, Washington and Wisconsin law.

149. Numerosity: The classes satisfy the numerosity prerequisite under Federal Rule of Civil Procedure 23(a)(1). Plaintiffs are informed and believe, and on that basis allege, that during the class period, hundreds, if not thousands of class members have been employed by Chase as "Tellers," "Bankers," "Sales & Service Associates," and "Assistant Branch Manager-Trainees," throughout the nation and in the states of California, Illinois, New York, Arizona, Florida, Kentucky, Louisiana, Michigan, Ohio, Texas, Washington and Wisconsin. Because so many persons have been employed by Chase as "Tellers," "Bankers," "Sales & Service Associates," and "Assistant Branch Manager-Trainees," the members of the plaintiff classes are so numerous that joinder of all members is impossible and or impracticable.

150. Typicality: Plaintiffs satisfy the typicality prerequisite under

1 Federal Rule of Civil Procedure 23(a)(3). Plaintiffs' claims are typical of the
2 members of the plaintiff class. Plaintiffs, like other members of the class of
3 "Tellers," "Bankers," "Sales & Service Associates," and "Assistant Branch
4 Manager-Trainees," working for Chase throughout the nation, including
5 California, Illinois, New York, Arizona, Florida, Kentucky, Louisiana,
6 Michigan, Ohio, Texas, Washington and Wisconsin, were subjected to Chase's
7 policies and practices of refusing to pay overtime in violation of federal,
8 California, Illinois, New York, Arizona, Florida, Kentucky, Louisiana,
9 Michigan, Ohio, Texas, Washington and Wisconsin wage and hour laws.
10 Plaintiffs' job duties also were and are typical of those other class members who
11 worked for Chase as "Tellers," "Bankers," "Sales & Service Associates," and
12 "Assistant Branch Manager-Trainees," throughout the nation, including
13 California, Illinois, New York, Arizona, Florida, Kentucky, Louisiana,
14 Michigan, Ohio, Texas, Washington and Wisconsin.

15 151. Adequacy: Plaintiffs satisfy the adequacy of representation
16 prerequisite under Federal Rule of Civil Procedure 23(a)(4). Plaintiffs are
17 adequate representatives of the class because they are members of the class and
18 their interests do not conflict with the interests of class members whom they
19 seeks to represent. The class representatives have retained competent and
20 capable attorneys who are experienced trial lawyers with significant experience
21 in complex and class action litigation, including employment litigation. The
22 class representatives and their counsel are committed to prosecuting this action
23 vigorously on behalf of the various classes and have the financial resources to do
24 so. Neither the class representatives nor their counsel has interests that are
25 contrary to or that conflict with those of the proposed classes.

26 152. Superiority: Class certification of the respective classes is
27 appropriate under Federal Rule of Civil Procedure 23(b). The class action
28 mechanism is superior to any alternatives that might exist for the fair and

1 efficient adjudication of these claims. Proceeding as a class action would permit
2 the large number of injured parties to prosecute their common claims in a single
3 forum simultaneously, efficiently and without unnecessary duplication of
4 evidence, effort and judicial resources. A class action is the only practical way
5 to avoid the potentially inconsistent results that numerous individual trials are
6 likely to generate. Moreover, class treatment is the only realistic means by
7 which Plaintiffs can effectively litigate against a large, well-represented
8 corporate defendant like Chase. In the absence of a class action, Chase would be
9 unjustly enriched because they would be able to retain the benefits and fruits of
10 the many wrongful violations of the federal, California, Illinois, New York,
11 Arizona, Florida, Kentucky, Louisiana, Michigan, Ohio, Texas, Washington and
12 Wisconsin laws. Numerous repetitive individual actions would also place an
13 enormous burden on the courts as they are forced to take duplicative evidence
14 and decide the same issues relating to Chase's conduct over and over again.

15 153. Public Policy Considerations: Employers in the States of California,
16 Illinois, New York, Arizona, Florida, Kentucky, Louisiana, Michigan, Ohio,
17 Texas, Washington and Wisconsin violate employment and labor laws every day.
18 Current employees are often afraid to assert their rights out of fear of direct or
19 indirect retaliation. Former employees are fearful of bringing actions because
20 they believe their former employers might damage their future endeavors
21 through negative references and/or other means. Class actions provide the class
22 members who are not named in the complaint with a type of anonymity that
23 allows for the vindication of their rights at the same time as their privacy is
24 protected. Plaintiffs assert this litigation as a concerted action which seeks to
25 improve the wages and working conditions for all putative class members who
26 experience Chase's illegal policies and/or practices.

27 154. Plaintiffs know of no difficulty which will be encountered in the
28 management of this litigation which would preclude its maintenance as a class

1 action.

2 155. Chase has acted or refused to act on grounds generally applicable to
3 the classes, thereby making final injunctive relief or corresponding declaratory
4 relief appropriate with respect to the classes as a whole. Prosecution of separate
5 actions by individual members of the classes would create the risk of
6 inconsistent or varying adjudications with respect to individual members of the
7 classes that would establish incompatible standards of conduct for Chase.

8 **FIRST CAUSE OF ACTION**

9 **Violation of Fair Labor Standards Act (29 U.S.C. § 216(b))**

10 **(Brought by Plaintiffs and the FLSA Retail Branch Class)**

11 156. Plaintiffs incorporate by reference and re-allege as if fully stated
12 herein each and every allegation set forth above.

13 157. At all times material herein, Plaintiffs have been entitled to the
14 rights, protections, and benefits provided under the FLSA, codified as 29 U.S.C.
15 §§ 201, *et seq.*

16 158. The FLSA regulates, among other things, the payment of overtime
17 pay by employers whose employees are engaged in interstate commerce, or
18 engaged in the production of goods for commerce, or employed in an enterprise
19 engaged in commerce or in the production of goods for commerce. 29 U.S.C.
20 § 207(a)(1).

21 159. Chase is subject to the overtime pay requirements of the FLSA
22 because it is an enterprise engaged in interstate commerce and its employees are
23 engaged in commerce.

24 160. Chase violated the FLSA by failing to pay and properly calculate
25 and/or pay overtime to Plaintiffs and all other employees similarly situated as
26 alleged in this complaint.

27 161. Chase failed to compensate Plaintiffs and the FLSA Retail Branch
28 Class at a rate of not less than one and one-half times the regular rate of pay for

1 work performed in excess of 40 hours in a work week, and therefore, Chase has
2 violated, and continues to violate, the FLSA, 29 U.S.C. §§ 201 *et seq.*, including
3 29 U.S.C. § 207(a)(1).

4 162. FLSA record-keeping requirements, codified under Code of Federal
5 Regulations, title 29, § 516.2 require, *inter alia*, employers to maintain and
6 preserve records containing its employees' "[h]ours worked each workday and
7 total hours worked each workweek. . . ." 29 Code Fed. Regs. § 516.2(a)(7).

8 163. Section 13 of the FLSA, codified at 29 U.S.C. § 213, exempts
9 certain categories of employees from overtime pay obligations. None of the
10 FLSA exemptions apply to Plaintiffs and the FLSA Retail Branch Class.

11 164. As a direct result of Chase's uniform policy and practice of, *inter*
12 *alia*, "computer editing" Plaintiffs' and class members' time records, and thereby
13 not paying them for all time worked, Chase failed to accurately maintain and
14 preserve records containing Plaintiffs' and class members' hours worked each
15 workday and total hours worked each workweek.

16 165. Chase further failed to compensate the time that tellers were
17 required to wait, off-the-clock, until cash discrepancies were resolved, as
18 described herein. Plaintiffs and class members were also required to work
19 during their meal and rest periods. Plaintiffs and class members were not paid
20 for this off-the-clock overtime work.

21 166. Plaintiffs and the FLSA Retail Branch Class are victims of a
22 uniform and company-wide compensation policy. Upon information and belief,
23 Chase is applying this uniform policy of illegally reducing or modifying
24 recorded hours, including overtime to all non-exempt Retail Branch Employees
25 employed nationwide during the last three years. Additionally, Chase is applying
26 its uniform policies of refusing to allow Plaintiffs and the FLSA Retail Branch
27 Class to properly record all hours worked, including hours worked in excess of
28 forty per work week; erasing or modifying time sheets to eliminate or reduce

1 hours worked, including overtime hours; providing “comp time” in lieu of
2 paying overtime; requiring Retail Branch Employees to work during
3 uncompensated breaks; and failing to pay overtime on commissions and bonus
4 pay.

5 167. Plaintiffs and all other similarly situated employees are entitled to
6 damages equal to the mandated overtime premium pay within the three years
7 preceding the filing of the Plaintiff Carolyn Salazar’s complaint on February 17,
8 2011, plus periods of equitable tolling, because Chase acted willfully and knew,
9 or showed reckless disregard of whether, its conduct was prohibited by the
10 FLSA.

11 168. Chase has acted neither in good faith nor with reasonable grounds to
12 believe that its actions and omissions were not a violation of the FLSA, and as a
13 result thereof, Plaintiffs and all other similarly situated employees are entitled to
14 recover an award of liquidated damages in an amount equal to the amount of
15 unpaid overtime pay described pursuant to § 16(b) of the FLSA, codified at 29
16 U.S.C. § 216(b). Alternatively, should the Court find Chase did act with good
17 faith and reasonable grounds in failing to pay overtime compensation, Plaintiffs
18 and all other similarly-situated employees are entitled to an award of
19 prejudgment interest at the applicable legal rate.

20 169. As a result of the aforementioned willful violations of the FLSA’s
21 overtime pay provisions, overtime compensation has been unlawfully withheld
22 by Chase from Plaintiffs and all other similarly situated employees.
23 Accordingly, Chase is liable for compensatory damages pursuant to 29 U.S.C. §
24 216(b), together with an additional amount as liquidated damages, pre- and post-
25 judgment interest, reasonable attorneys’ fees and, costs of this action, and such
26 other legal and equitable relief as the Court deems just and proper.

27 170. Plaintiffs seek, among other remedies as set forth within the Prayer
28 for Relief, recovery, individually and on behalf of the classes, of all money and

1 penalties withheld.

2 **SECOND CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 1194, *et seq.* – Unpaid Overtime** 4 **(Brought on Behalf of California Plaintiffs and the California Retail Branch** 5 **Class)**

6 171. Plaintiffs incorporate by reference and re-allege as if fully stated
7 herein each and every allegation set forth above.

8 172. Pursuant to Industrial Welfare Commission Order 4; California
9 *Code of Regulations*, Title 8, Chapter 5, § 11040, § 12; and California *Labor*
10 *Code* §§ 200, 226, 500, 510, 512, 1194, and 1198, Chase was required to
11 compensate California Plaintiffs and members of the class for all overtime,
12 which is calculated at one and one-half (1½) times the regular rate of pay for
13 hours worked in excess of eight (8) hours per day and/or forty (40) hours per
14 week, and for the first eight (8) hours on the seventh consecutive work day; with
15 double time after eight (8) hours on the seventh day of any work week, or after
16 12 hours in any work day.

17 173. California Plaintiffs and members of the class were and are non-
18 exempt employees entitled to the protections of Industrial Welfare Commission
19 Order 4; California *Code of Regulations*, Title 8, Chapter 5, § 11040, § 12; and
20 California *Labor Code* §§ 200, 204, 226, 500, 510, 512, 1194, and 1198.
21 During the course of California Plaintiffs' employment, and during the course of
22 the employment of the members of the class, Chase failed to compensate
23 Plaintiffs and the class for overtime hours worked as required under the
24 aforementioned labor codes and regulations.

25 174. Under the aforementioned wage orders, statutes, and regulations,
26 California Plaintiffs and members of the class are entitled to one and one-half
27 (1½) times and/or double their regular rate of pay for overtime work performed
28 during the four (4) years preceding the filing of this Complaint, based on

1 appropriate calculations of the “total remuneration” for each workweek.

2 175. In violation of California state law, Chase knowingly and willfully
3 refused to perform their obligations to compensate California Plaintiffs and the
4 class for all wages earned and all hours worked. As a direct result, California
5 Plaintiffs and the class have suffered, and continue to suffer, substantial losses
6 related to the use and enjoyment of such wages, lost interest on such wages, and
7 expenses and attorneys’ fees in seeking to compel Chase to fully perform its
8 obligations under state law, all to their respective damage in amounts according
9 to proof at time of trial, but in amounts in excess of the minimum jurisdiction of
10 this Court.

11 176. Chase committed the acts alleged herein knowingly and willfully,
12 with the wrongful and deliberate intention of injuring California Plaintiffs and
13 the class, from improper motives amounting to malice, and in conscious
14 disregard of California Plaintiffs' rights and the rights of the class. California
15 Plaintiffs and the class are thus entitled to recover nominal, actual,
16 compensatory, punitive, and exemplary damages in amounts according to proof a
17 time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

18 177. Chase’s conduct as described herein violates Industrial Welfare
19 Commission Order 4; California *Code of Regulations*, Title 8, § 11040, § 12; and
20 California *Labor Code* §§ 200, 204, 226, 500, 510, 512 and 1198. Therefore,
21 pursuant to *Labor Code* §§ 200, 203, 218, 218.6, 226, 226.7, 512, 558 and 1194,
22 Plaintiffs and the class are entitled to recover the unpaid balance of overtime
23 compensation, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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THIRD CAUSE OF ACTION

**Violation of California Labor Code §§ 1194, 1197, 1197.1, et seq. – Unpaid
Minimum Wages
(Brought on Behalf of California Plaintiffs And the California Retail Branch
Class)**

178. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

179. At all relevant times, California *Labor Code* §§ 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

180. During the relevant time period, California Plaintiffs and class members were required to work off-the-clock and were not paid for the off-the-clock hours worked. For example, Chase required California Plaintiffs and class members to remain at their banks, after clocking out, when tellers at the bank had a shortage in their cash drawers. Chase required all tellers at the bank, including California Plaintiffs and class members, to wait at the bank until they resolved the cash discrepancies, as described herein. California Plaintiffs and class members were also required to work during their meal and rest periods. California Plaintiffs and class members were not paid for this off-the-clock work.

181. During the relevant time period, Chase failed to pay at least minimum wage to California Plaintiffs and class members for this off-the-clock work as required, pursuant to California *Labor Code* §§ 1194, 1197 and 1197.1.

182. Chase's failure to pay California Plaintiffs and class members the minimum wage as required violates California *Labor Code* §§ 1194, 1197 and 1197.1. Pursuant to those sections, California Plaintiffs and class members are entitled to recover the unpaid balance of their minimum wage compensation as

1 well as interest, costs, and attorney's fees.

2 183. Pursuant to California *Labor Code* § 1194.2, California Plaintiffs
3 and class members are entitled to recover liquidated damages in an amount equal
4 to the wages unlawfully unpaid and interest thereon.

5 184. In violation of state law, Chase knowingly and willfully refused to
6 perform their obligations to compensate California Plaintiffs and the class for all
7 wages earned and all hours worked. As a direct result, California Plaintiffs and
8 the class have suffered, and continue to suffer, substantial losses related to the
9 use and enjoyment of such wages, lost interest on such wages, and expenses and
10 attorneys' fees in seeking to compel Chase to fully perform their obligations
11 under state law, all to their respective damage in amounts according to proof at
12 time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

13 185. Chase committed the acts alleged herein knowingly and willfully,
14 with the wrongful and deliberate intention of injuring California Plaintiffs and
15 the class, from improper motives amounting to malice, and in conscious
16 disregard of California Plaintiffs' rights and the rights of the class. California
17 Plaintiffs and the class are thus entitled to recover nominal, actual,
18 compensatory, punitive, and exemplary damages in amounts according to proof a
19 time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

20 186. Chase's conduct described herein violates California *Labor Code* §§
21 1194, 1197 and 1197.1. Therefore, California Plaintiffs and the class are entitled
22 to recover the unpaid minimum wages, liquidated damages, plus interest,
23 penalties, attorneys' fees, expenses, and costs of suit.

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FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 512(a) – Unpaid Meal Period Premiums

(Brought on Behalf of California Plaintiffs And the California Retail Branch Class)

187. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

188. At all relevant times herein set forth, the applicable California Industrial Welfare Commission (IWC) Wage Order(s) and California Labor Code sections 226.7 and 512(a) were applicable to California Plaintiffs and California Retail Branch Employees employed by Chase.

189. At all relevant times herein set forth, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable order of the California Industrial Welfare Commission (IWC).

190. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee, by relieving him or her of all duty, with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

191. At all relevant times, California Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes, and for which Chase did not relinquish Plaintiffs and class members from its control. Further,

1 Plaintiffs and class members who were scheduled to work for a period of time in
2 excess of six (6) hours were required to work for periods longer than five (5)
3 hours without an uninterrupted meal period of not less than thirty (30) minutes,
4 and for which Defendants did not relinquish Plaintiffs and class members from
5 their control.

6 192. At all relevant times, Chase willfully failed to relinquish control
7 over Plaintiffs and California Retail Branch Employees during meal periods and
8 failed to compensate Plaintiffs and class members for work performed during
9 meal periods. Also, Plaintiffs and class members did not receive timely,
10 uninterrupted meal periods of at least thirty (30) minutes. Likewise, Chase also
11 failed to pay these employees meal period penalties owed under California Labor
12 Code sections 226.7 and 512(a). For example, Plaintiffs and the California
13 Retail Branch Employees were often forced to forgo meal breaks due to Chase's
14 policy and practice that impeded and discouraged employees from taking a
15 compliant meal break. Additionally, when Plaintiffs and the California Retail
16 Branch Employees did take meal breaks, Chase failed to relieve them of all
17 duties by enforcing a policy and practice that permitted their meal breaks to be
18 interrupted for work. Despite these violations, Chase failed to pay Plaintiffs and
19 class members full meal period premium due pursuant to California Labor Code
20 section 226.7.

21 193. Defendants' conduct violates applicable Industrial Welfare
22 Commission (IWC) Wage Order(s), and California Labor Code sections 226.7
23 and 512(a).

24 194. Pursuant to the applicable Industrial Welfare Commission (IWC)
25 Wage Order(s) and California Labor Code section 226.7(b), Plaintiff and class
26 members are entitled to recover from Defendants one additional hour of pay at
27 the employee's regular hourly rate of compensation for each work day that the
28 meal period was not provided.

FIFTH CAUSE OF ACTION

**Violation of California Labor Code § 226.7 – Unpaid Rest Period Premiums
(Brought on Behalf of California Plaintiffs And the California Retail Branch
Class)**

195. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

196. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to California Plaintiffs and California Retail Branch Employees employed by Chase.

197. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

198. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

199. During the relevant time period, Chase required California Plaintiffs and class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked in which Chase completely relinquished control over Plaintiffs and class members. Also, during the relevant time period, Chase required Plaintiffs and class members to work without authorizing or permitting ten (10) minute rest periods per each four (4) hour period worked or major fraction thereof.

200. During the relevant time period, Chase willfully required California Plaintiffs and California Retail Branch Employees to work during rest periods, not completely relinquished control over Plaintiffs and class members during

1 their rest periods, to work without authorizing or permitting ten (10) minute rest
2 periods per each four (4) hour period worked or major fraction thereof, and
3 failed to compensate Plaintiffs and class members for work performed during
4 rest periods. Likewise, Chase also failed to pay these employees rest period
5 penalties owed under California Labor Code sections 226.7 and 512(a). For
6 example, Plaintiffs and the California Retail Branch Employees were often
7 forced to forgo rest breaks due to Chase's policy and practice that impeded and
8 discouraged employees from taking a compliant rest break. Additionally, when
9 Plaintiffs and the California Retail Branch Employees did take rest breaks, Chase
10 failed to relieve them of all duties by enforcing a policy and practice that
11 permitted their rest breaks to be interrupted for work.. Despite these violations,
12 Chase failed to pay Plaintiffs and class members the full rest period premium due
13 pursuant to California Labor Code section 226.7.

14 201. Chase's conduct violates the applicable IWC Wage Orders and
15 California Labor Code section 226.7.

16 202. Pursuant to the applicable IWC Wage Order and California Labor
17 Code section 226.7(b), California Plaintiffs and class members are entitled to
18 recover from Chase one additional hour of pay at the employee's regular hourly
19 rate of compensation for each work day that the rest period was not provided.

20 SIXTH CAUSE OF ACTION

21 Violation Of California Labor Code §§ 2800, 2802 – Failure to Reimburse 22 Business Expenses 23 (Brought on Behalf of California Plaintiffs and the California Retail Branch 24 Class)

25 203. Plaintiffs incorporate by reference and re-allege as if fully stated
26 herein each and every allegation set forth above.

27 204. At all times herein set forth California *Labor Code* §§ 2800, 2802
28 provide that an employer must reimburse employees for all necessary

1 expenditures.

2 205. Chase failed to indemnify the California Retail Branch Class and all
3 other class members for necessary expenditures or losses incurred by the
4 California Retail Branch Class and all other class members in direct consequence
5 of the completion of their duties, in violation of California *Labor Code* § 2802,
6 in that Chase utilized a uniform policy whereby Chase would require Plaintiffs
7 and all other class members to purchase, with their personal funds, uniform
8 items, including uniform shirts bearing a “CHASE” logo. Chase also required
9 the California Retail Branch Class and all other class members to use their cell
10 phones to communicate with other employees when (i) opening the bank, (ii)
11 checking for unauthorized persons in the bank, (iii) to sell Chase products to
12 customers, and (iv) communicate with the branch when out of the office. Chase
13 further failed to reimburse the California Retail Branch Class and all other class
14 members for expenses related to mandatory training sessions. Chase failed to
15 reimburse the California Retail Branch Class for any of the above necessary
16 expenses, in violation of, among others, federal law and California *Labor Code*
17 §§ 221, 224, 2800 and 2802. Chase at all times during the relevant period knew
18 that the Retail Brand Class incurred the foregoing expenses because Chase
19 implemented and enforced the policies in question, yet never offered to
20 reimburse its employees for such expenses.

21 206. Chase had, and continues to have, a policy and practice of requiring
22 employees to pay for such costs from their own funds. Chase had, and continues
23 to have, a policy of not reimbursing employees for such business-related
24 expenses and costs.

25 207. Chase intentionally and willfully failed to fully reimburse the
26 California Retail Branch Class and all other similarly situated class members for
27 necessary business-related expenses and costs.

28 208. The California Retail Branch Class and all other similarly situated

1 class members are entitled to recover from Chase, pursuant to California *Labor*
2 *Code* §§ 2800 and 2802, their business-related expenses incurred during the
3 course and scope of their employment, plus interest, attorneys' fees, and costs.

4 **SEVENTH CAUSE OF ACTION**

5 **Forfeiture Of Vacation Pay**

6 **(Violation of California Labor Code § 227.3)**

7 **(Brought on Behalf of California Plaintiffs and the California Retail Branch**
8 **Class)**

9 209. Plaintiffs incorporate by reference and re-allege as if fully stated
10 herein each and every allegation set forth above.

11 210. California Labor Code § 227.3 makes it unlawful for an employer to
12 cause an employee to forfeit vacation pay without compensating the employee
13 for the vacation time at the rate of pay in effect at the time of forfeiture. During
14 the Class Period, Chase caused the California Retail Branch Class to forfeit
15 vested paid vacation days without providing monetary compensation for it, based
16 on their rate of pay in effect at that time.

17 211. The California Retail Branch Class are informed and believe and
18 thereon allege that Chase has maintained a policy and/or practice of causing the
19 members of the California Retail Branch Class to forfeit vested paid vacation
20 days without compensating them for forfeited days based on their rates of pay in
21 effect at the time of forfeiture.

22 212. As a result of the above, the California Retail Branch Class seek
23 damages and restitution, plus interest, penalties, attorneys' fees, expenses and
24 costs of suit, on behalf of both themselves and the other California Class
25 Members, for forfeited vacation days in amounts subject to proof at trial.

26 //

27 //

EIGHTH CAUSE OF ACTION

**Violation of California Labor Code § 226 – Failure to Furnish Accurate
Itemized Wage Statements
(Brought on Behalf of California Plaintiffs and the California Retail Branch
Class)**

213. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

214. California *Labor Code* § 226(a) sets forth reporting requirements for employers when they pay wages, as follows: “Every employer shall ... at the time of each payment of wages, furnish his or her employees . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the employee . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis. . . .” Section (e) provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and reasonable attorney’s fees.”

215. Chase failed to accurately record the overtime and off-the-clock hours worked by California Plaintiffs and the California Retail Branch Class, and failed to state the proper regular rate for purposes of calculating overtime pay as a result of not accounting for nondiscretionary bonuses and commissions. Chase also failed to accurately account for meal/rest break violations as detailed above, and to pay premiums at the proper regular rate after failing to account for nondiscretionary bonuses and commissions. This injured the Retail Branch Class because Chase’s wage statements do not accurately reflect the total hours

1 worked by its employees, as mandated by section 226(a)(2), nor the consequent
2 gross wages earned, as mandated by section 226(a)(1).

3 216. Additionally, Chase failed to accurately itemize the piece-rate units
4 earned by California Plaintiffs and the California Retail Branch Class, by failing
5 to break down their incentive pay for production goals set for the amount of
6 loans closed in a month and/or pay period.

7 217. As a result of Chase's violation of California Labor Code section
8 226(a), California Plaintiffs and class members have suffered injury and damage
9 to their statutorily protected rights. Specifically, California Retail Branch
10 Employees have been injured by Chase's intentional violation of California
11 Labor Code section 226(a) because they were denied both their legal right to
12 receive, and their protected interest in receiving, accurate, itemized wage
13 statements under California Labor Code section 226(a). In addition, because
14 Chase failed to provide the accurate number of total hours worked on wage
15 statements, California Retail Branch Employees have been prevented by Chase
16 from determining if all hours worked were paid and the extent of the
17 underpayment. California Plaintiffs have had to file this lawsuit, conduct
18 discovery, reconstruct time records, and perform computations in order to
19 analyze whether in fact they was paid correctly and the extent of the
20 underpayment, thereby causing them to incur expenses and lost time. California
21 Plaintiffs would not have had to engage in these efforts and incur these costs had
22 Chase provided the accurate number of total hours worked and made payments at
23 the proper regular rate. This has also delayed California Plaintiffs' ability to
24 demand and recover the underpayment of wages from Defendants.

25 218. California Plaintiffs and the California Retail Branch Class request
26 recovery of California Labor Code § 226(e) penalties according to proof, as well
27 as interest, attorney's fees and costs pursuant to California Labor Code § 226(e),
28 in a sum as provided by the California Labor Code and/or other statutes, and

injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

NINTH CAUSE OF ACTION

Violation of California Labor Code §§ 201–203 – Failure to Pay Wages

Upon Discharge

(Brought on Behalf of California Plaintiffs and the California Retail Branch Class)

219. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

220. California *Labor Code* § 201 provides, in relevant part, “[I]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

221. California *Labor Code* § 202 provides, in relevant part, “[I]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

222. Plaintiffs and class members were not provided their final paycheck within the required time pursuant to sections 201 and 202. For instance, Defendants did not make Plaintiff Slikker’s final paycheck available until approximately two weeks after her last date of employment. Further, pursuant to California *Labor Code* § 201, upon California Plaintiffs’ and class members’ termination dates, Chase was required to pay California Plaintiffs and the California Retail Branch Class (Sub-class No. 1) all wages earned. At the time of California Plaintiffs’ and the California Retail Branch Class (Sub-class No. 1) members’ respective termination dates, California Plaintiffs and class members had unpaid wages, which wages included earned and unpaid commissions and

1 monthly “draws,” vacation pay, overtime and waiting time penalties. Chase
2 failed to pay California Plaintiffs and the California Retail Branch Class (Sub-
3 class No. 1) members all of the amount of wages due and owing them, in
4 amounts to be proven at the time of trial, and in excess of the jurisdiction of this
5 Court.

6 223. Chase’s failure to pay California Plaintiffs and the California Retail
7 Branch Class (Sub-class No. 1) members’ respective wages was willful, and
8 done with the wrongful and deliberate intention of injuring California Plaintiffs
9 and the California Retail Branch Class members (Sub-class No. 1), from
10 improper motives amounting to malice, and in conscious disregard of their
11 rights.

12 224. Chase’s willful failure to pay California Plaintiffs and the class all
13 of the wages due and owing them constitutes violations of California *Labor Code*
14 §§ 201 and 203; which provides that an employee’s wages will continue as a
15 penalty up to thirty (30) days from the time the wages were due. Therefore,
16 California Plaintiffs and the California Retail Branch Class (Sub-class No. 1)
17 members are each entitled to penalties pursuant to California *Labor Code* § 203.

18 **TENTH CAUSE OF ACTION**

19 **Violation of California Business & Professions Code § 17200, et seq. – Unfair**
20 **Competition Law**
21 **(Brought on Behalf of California Plaintiffs and the California Retail Branch**
22 **Class)**

23 225. Plaintiffs incorporate by reference and re-allege as if fully stated
24 herein each and every allegation set forth above.

25 226. The conduct of Chase, as alleged herein, has been, and continues to
26 be, unfair, unlawful, fraudulent, deceptive and harmful to California Plaintiffs,
27 class members, and to the general public. California Plaintiffs seek to enforce
28 important rights affecting the public interest within the meaning of Code of Civil

1 Procedure section 1021.5.

2 227. The violation of the statutes and regulations as laid out in this
3 complaint by Chase constitute unfair and unlawful practices in violation of
4 California's Unfair Competition Law, codified under *California Business &*
5 *Professions Code* § 17200 *et seq.* ("UCL").

6 228. A violation of *California Business & Professions Code* sections
7 17200, *et seq.* may be predicated on the violation of any state or federal law.
8 Here, Chase's policies and practices (i) of requiring non-exempt employees,
9 including the California Retail Branch Class and other class members, to work
10 overtime without paying them proper compensation violate *California Labor*
11 *Code* sections 510 and 1198; (ii) of not paying at least minimum wage to non-
12 exempt employee violate *California Labor Code* sections 1194, 1197 and 1197.1;
13 (iii) of failing to timely pay all earned wages violate *California Labor Code*
14 sections 201, 202, and 204; (iv) of requiring non-exempt employees to work
15 through their meal and rest periods without paying them proper compensation
16 violate *California Labor Code* sections 226.7 and 512(a); (v) of failing to
17 reimburse non-exempt employees for business expenses necessarily incurred
18 violate *California Labor Code* sections 2800 and 2802.

19 229. Additionally, the policy and practice of Chase in unfairly deducting
20 wages for "errors" from the California Retail Branch Class and other class
21 members' pay, and failing to furnish an accurate itemized wage statement
22 constitute unfair and unlawful business practices under the UCL.

23 230. Similarly, the policies and practices of JPMorgan, Chase & Co., and
24 Chase Home in failing to reimburse business expenses, failing to pay overtime,
25 and forcing forfeiture of unused vacation pay also violated various provisions of
26 the *California Labor Code*, including sections 201, 202, 203, 204, 218, 510,
27 1198, 2800 and 2802, and Civil Code sections 1708 and 1712.

28 231. Chase's violations of California wage and hour laws and illegal

1 payroll practices or payment policies constitute a business practice because it
2 was done repeatedly over a significant period of time, and in a systematic
3 manner to the detriment of California Plaintiffs and the class members.
4 Additionally, the above-described failure to pay wages owed to California
5 Plaintiffs and other class members constitute an unlawful and/or unfair business
6 practice under the UCL in that the failure violates the FLSA as described herein,
7 as well as the California *Labor Code*, and California *Civil Code* section
8 1770(a)(5), which bars “[r]epresenting that goods or services have sponsorship,
9 approval, characteristics, ingredients, uses, benefits, or quantities which they not
10 have...”

11 232. The harm of the above-described failure to pay wages owed to
12 California Plaintiffs and all other class members outweighs the utility of the
13 practices by Chase, and consequently, constitutes an unfair business act or
14 practice within the meaning of the UCL.

15 233. Upon information and belief, Chase continues its fraudulent and/or
16 unlawful and/or unfair conduct as previously described. As a result of this
17 conduct, Chase has fraudulently and/or unlawfully and/or unfairly obtained
18 monies due to California Plaintiffs and all other class members, thereby unfairly
19 competing in the marketplace.

20 234. Pursuant to California *Business & Professions Code* sections 17200,
21 *et seq.*, California Plaintiffs and class members are entitled to restitution of the
22 wages withheld and retained by Chase, as well as disgorgement of the ill-gotten
23 gains by Chase, from a period that commences at least four years prior to the
24 filing of the Salazar complaint in the Southern District of California on February
25 17, 2011; a permanent injunction requiring Defendants to pay all outstanding
26 wages due to Plaintiffs and class members; an award of attorneys’ fees for
27 enforcing an important right affecting the interest of a large class of persons,
28 pursuant to California *Code of Civil Procedure* section 1021.5 and other

1 applicable laws; and an award of costs.

2 235. California Plaintiffs reserve the right to amend the complaint at the
3 time of trial to include additional employees who continued to be subject to
4 Chase's unlawful, unfair and/or deceptive business practices until such time as
5 the practice has been enjoined. Further, Plaintiffs reserve the right to supplement
6 the restitution award after time of trial and until an injunction is issued to include
7 additional persons who have been damaged by the unfair, unlawful and/or
8 deceptive business practices of Chase.

9 **ELEVENTH CAUSE OF ACTION**

10 **Penalties Under California Labor Code § 2698, *et seq.* – Private Attorneys**

11 **General Act**

12 **(Brought on Behalf of California Plaintiffs and the California Retail Branch**
13 **Class)**

14 236. Plaintiffs incorporate by reference and re-allege as if fully stated
15 herein each and every allegation set forth above.

16 237. At all times mentioned herein, Chase was subject to the California
17 Labor Codes and Industrial Welfare Commission wage orders of the state of
18 California, including, but not limited to, California Labor Code § 2698 *et seq.*

19 238. As set forth above, California Plaintiffs have exhausted their
20 administrative remedies and pre-filing requirements pursuant to California Labor
21 Code § 2699.3.

22 239. At all times mentioned herein, Chase is and was an “employer,” as
23 that term is used within the relevant sections of the California Labor Code.

24 240. Throughout the class period, Chase committed the above-referenced
25 and incorporated wage and hour violations of the California Labor Code and
26 IWC wage orders against California Plaintiffs and the putative class members.

27 241. Chase's conduct, as alleged herein, violates numerous sections of
28 the California *Labor Code*, including, but not limited to, the following:

- 1 (a) Violation of *Labor Code* §§ 510, 1198 for Chase's failure to
- 2 compensate California Plaintiffs and other aggrieved
- 3 employees with all required overtime pay as herein alleged;
- 4 (b) Violation of *Labor Code* §§ 1194, 1197, and 1197.1 for
- 5 Chase's failure to compensate California Plaintiffs and other
- 6 aggrieved employees for all hours worked with at least
- 7 minimum wages, as herein alleged;
- 8 (c) Violation of *Labor Code* § 226.7, 512 for Chase's failure to
- 9 provide California Plaintiffs and other aggrieved employees
- 10 with all applicable meal and rest periods and meal and rest
- 11 period premiums, as herein alleged;
- 12 (d) Violation of *Labor Code* §§ 2800, 2802 for Chase's failure to
- 13 reimburse California Plaintiffs and other aggrieved employees
- 14 for necessary business-related expenses incurred, as herein
- 15 alleged;
- 16 (e) Violation of *Labor Code* §§ 204 for failure to timely pay all
- 17 wages owed during employment, as herein alleged; and
- 18 (f) Violation of *Labor Code* §§ 201, 202 for failure to timely pay
- 19 all wages owed upon termination, as herein alleged.

20 242. California *Labor Code* § 204 requires that all wages earned by any
21 person in any employment between the 1st and the 15th days, inclusive, of any
22 calendar month, other than those wages due upon termination of an employee,
23 are due and payable between the 16th and the 26th day of the month during
24 which the labor was performed, and that all wages earned by any person in any
25 employment between the 16th and the last day, inclusive, of any calendar month,
26 other than those wages due upon termination of an employee, are due and
27 payable between the 1st and the 10th day of the following month. California
28 *Labor Code* § 204 also requires that all wages earned for labor in excess of the

1 normal work period shall be paid no later than the payday for the next regular
2 payroll period. During the relevant time period, Chase failed to pay California
3 Plaintiffs and other aggrieved employees all wages due to them within any time
4 period specified by California *Labor Code* § 204 including, but not limited to,
5 overtime, minimum wages, and premium wages for meal and rest breaks that
6 were not provided.

7 243. Pursuant to California *Labor Code* §§ 2699(a), 2699.3, 2699(g)(1),
8 and 2699.5, California Plaintiffs and all other aggrieved employees are entitled
9 to recover civil penalties, costs, attorneys' fees, and interest against Chase, in
10 addition to other remedies, for violations of California *Labor Code* §§ 201, 202,
11 203, 204, 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802.

12 **TWELFTH CAUSE OF ACTION**

13 **New York Overtime Violations, N.Y. Comp. Codes. R. & Regs. Tit. 12,**

14 **§ 142-2.2**

15 **(Brought on Behalf of New York Plaintiffs and the New York Retail Branch** 16 **Class)**

17 244. Plaintiffs incorporate by reference and re-allege as if fully stated
18 herein each and every allegation set forth above.

19 245. At all relevant times, Chase operated under a policy and practice of
20 refusing to pay overtime compensation to New York Plaintiffs and class
21 members for the hours they worked in excess of 40 hours per week and
22 demanding, encouraging, allowing, suffering and/or knowingly permitting New
23 York Plaintiffs and the class members to work off-the-clock.

24 246. At all relevant times, Chase wilfully, regularly and repeatedly failed
25 to pay New York Plaintiffs and class members at the required overtime rate of
26 one-and-one half times their regular rate for hours worked in excess of forty (40)
27 hours per workweek.

28 247. New York Plaintiffs, on behalf of themselves and class members,

1 seek damages in the amount of their respective unpaid compensation, liquidated
2 damages as provided for by the New York *Labor Law*, attorneys' fees and costs,
3 pre-and post-judgment interest, and such other legal and equitable relief as this
4 Court deems just and proper.

5 **THIRTEENTH CAUSE OF ACTION**

6 **New York Agreed Rate Violations, N.Y. Lab. L. § 191**
7 **(Brought on Behalf of New York Plaintiffs and the New York Retail Branch**
8 **Class)**

9 248. Plaintiffs incorporate by reference and re-allege as if fully stated
10 herein each and every allegation set forth above.

11 249. At all relevant times, Chase operated under a policy and practice of
12 refusing to pay agreed upon compensation to the New York Plaintiffs and class
13 members for all of the hours they worked and demanding, encouraging,
14 allowing, suffering and/or knowingly permitting the New York Plaintiffs and the
15 class members to work off-the-clock.

16 250. At all relevant times, Chase wilfully, regularly and repeatedly failed
17 to pay the New York Plaintiffs and class members for all of their hours worked
18 for Defendants.

19 251. New York Plaintiffs, on behalf of themselves and class members,
20 seek damages in the amount of their respective unpaid compensation, liquidated
21 damages as provided for by the New York *Labor Law*, attorneys' fees and costs,
22 pre-and post-judgment interest, and such other legal and equitable relief as this
23 Court deems just and proper.

24 **FOURTEENTH CAUSE OF ACTION**

25 **New York Uniform Reimbursement Violations, 12 NYCRR 142-2.5(c)**
26 **(Brought on Behalf of New York Plaintiffs and the New York Retail Branch**
27 **Class)**

28 252. Plaintiffs, on behalf of the New York Retail Branch Class,

1 incorporate by reference and re-allege as if fully stated herein each and every
2 allegation set forth above.

3 253. 12 NYCRR 142-2.5(c) provides that employers must reimburse
4 employees for costs of purchasing required uniforms.

5 254. At all relevant times, Chase operated under a uniform policy and
6 practice, in violation of New York law, of refusing to reimburse the New York
7 Plaintiffs and class members for the costs of their required uniforms.

8 255. At all relevant times, Chase intentionally, wilfully, regularly and
9 repeatedly failed to reimburse the New York Plaintiffs and class members for the
10 costs of their required uniforms.

11 256. New York Plaintiffs, on behalf of themselves and class members,
12 seek damages in the amount of their respective unreimbursed uniform costs,
13 liquidated damages as provided for by the New York *Labor Law*, attorneys' fees
14 and costs, pre-and post-judgment interest, and such other legal and equitable
15 relief as this Court deems just and proper.

16 **FIFTEENTH CAUSE OF ACTION**

17 **New York Meal Break Violations, N.Y. Lab. Law §§ 162**
18 **(Brought on Behalf of the New York Plaintiffs and New York Retail Branch**
19 **Class)**

20 257. Plaintiffs, on behalf of the New York Retail Branch Class,
21 incorporate by reference and re-allege as if fully stated herein each and every
22 allegation set forth above.

23 258. At all relevant times, N.Y. Lab. Law § 162 required that employers
24 grant employees who worked more than six hours in a shift at least a 30-minute
25 noon day meal during the period extending from 11:00 a.m. to 2:00 p.m.

26 259. At all relevant times, New York Plaintiffs and the New York Retail
27 Branch Class worked more than six hours and did not receive a 30-minute noon
28 day meal as required by N.Y. Lab. Law § 162.

260. At all relevant times, Chase willfully failed to relinquish control over New York Plaintiffs and the New York Retail Branch Class during meal periods and failed to compensate Plaintiffs and class members for work performed during meal periods. New York Plaintiffs and the New York Retail Branch Class were often forced to forgo meal breaks due to Chase's policy and practice that impeded and discouraged employees from taking a compliant meal break. Additionally, when New York Plaintiffs and the New York Retail Branch Class did take meal breaks, Chase failed to relieve them of all duties by enforcing a policy and practice that permitted their meal breaks to be interrupted for work.

261. The New York Plaintiffs, on behalf of themselves and the New York Retail Branch Class, seek damages in the amount of their respective unpaid compensation, and such other legal and equitable relief as this Court deems just and proper.

SIXTEENTH CAUSE OF ACTION

Illinois Overtime Violations, 820 ILCS 105/4a(1)

(Brought on Behalf of the Illinois Plaintiff and the Illinois Retail Branch Class)

262. Plaintiffs, on behalf of the Illinois Retail Branch Class, incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

263. At all relevant times, Chase operated under a policy and practice of refusing to pay overtime compensation to the Illinois Retail Branch Class for the hours they worked in excess of 40 hours per week and demanding, encouraging, allowing, suffering and/or knowingly permitting the Illinois Retail Branch Class to work off-the-clock.

264. At all relevant times, Chase wilfully, regularly and repeatedly failed to pay the Illinois Retail Branch Class at the required overtime rate of one-and-

1 one half times their regular rate for hours worked in excess of forty (40) hours
2 per workweek.

3 265. The Illinois Plaintiff, on behalf of herself and the Illinois Retail
4 Branch Class, seeks damages in the amount of their respective unpaid
5 compensation, punitive damages as provided for by the Illinois Minimum Wage
6 Law, attorneys' fees and costs, pre-and post-judgment interest, and such other
7 legal and equitable relief as this Court deems just and proper.

8 **SEVENTEENTH CAUSE OF ACTION**

9 **Illinois Meal Break Violations, 820 Ill. Comp. Stat. 140/3**

10 **(Brought on Behalf of the Illinois Plaintiffs and Illinois Retail Branch Class)**

11 266. Plaintiffs, on behalf of the Illinois Retail Branch Class, incorporate
12 by reference and re-allege as if fully stated herein each and every allegation set
13 forth above.

14 267. At all relevant times, 820 Ill. Comp. Stat. 140/3 required that
15 employers grant employees who worked more than seven-and-one-half
16 continuous hours or longer in a shift at least a 20-minute meal period beginning
17 no later than five hours after the starts of the work period.

18 268. At all relevant times, Illinois Plaintiffs and the Illinois Retail Branch
19 Class worked more than seven-and-one-half hours and did not receive a 20-
20 minute meal period as required by 820 Ill. Comp. Stat. 140/3.

21 269. At all relevant times, Chase willfully failed to relinquish control
22 over Illinois Plaintiffs and the Illinois Retail Branch Class during meal periods
23 and failed to compensate Plaintiffs and class members for work performed
24 during meal periods. Illinois Plaintiffs and the Illinois Retail Branch Class were
25 often forced to forgo meal breaks due to Chase's policy and practice that
26 impeded and discouraged employees from taking a compliant meal break.
27 Additionally, when Illinois Plaintiffs and the Illinois Retail Branch Class did
28 take meal breaks, Chase failed to relieve them of all duties by enforcing a policy

1 and practice that permitted their meal breaks to be interrupted for work.

2 270. The Illinois Plaintiffs, on behalf of themselves and the Illinois Retail
3 Branch Class, seek damages in the amount of their respective unpaid
4 compensation, penalties, and such other legal and equitable relief as this Court
5 deems just and proper.

6 **EIGHTEENTH CAUSE OF ACTION**

7 **Kentucky Overtime Violations, KRS Chapter 337**

8 **(Brought on Behalf of the Kentucky Plaintiff and the Kentucky Retail**
9 **Branch Class)**

10 271. Plaintiffs, on behalf of the Kentucky Retail Branch Class,
11 incorporate by reference and re-allege as if fully stated herein each and every
12 allegation set forth above.

13 272. At all relevant times, Chase operated under a policy and practice of
14 refusing to pay overtime compensation to the Kentucky Retail Branch Class for
15 the hours they worked in excess of 40 hours per week and demanding,
16 encouraging, allowing, suffering and/or knowingly permitting the Kentucky
17 Retail Branch Class to work off-the-clock.

18 273. At all relevant times, Chase wilfully, regularly and repeatedly failed
19 to pay the Kentucky Retail Branch Class at the required overtime rate of one-
20 and-one half times their regular rate for hours worked in excess of forty (40)
21 hours per workweek.

22 274. The Kentucky Plaintiff, on behalf of herself and the Kentucky Retail
23 Branch Class, seeks damages in the amount of their respective unpaid
24 compensation, punitive damages as provided for by the Kentucky Wage and
25 Hour Act, KRS Chapter 337, attorneys' fees and costs, pre-and post-judgment
26 interest, and such other legal and equitable relief as this Court deems just and
27 proper.
28

NINETEENTH CAUSE OF ACTION

**Kentucky Minimum Wage Violations, KRS Chapter 337.275
(Brought on Behalf of the Kentucky Plaintiff and the Kentucky Retail
Branch Class)**

275. Plaintiffs, on behalf of the Kentucky Retail Branch Class, incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

276. At all relevant times, the Kentucky Wage and Hour Act, KRS Chapter 337.275 provided that every employer shall pay to each of his employees wages at a rate of the effective minimum wage. The payment of a lesser wage than the minimum so fixed is unlawful.

277. During the relevant time period, Chase failed to pay at least minimum wages to the Kentucky Plaintiff and the Kentucky Retail Branch Class for off-the-clock work performed by the Kentucky Plaintiff and the Kentucky Retail Branch Class as required, pursuant to KRS Chapter 337.275.

278. During the relevant time period, the Kentucky Plaintiff and the Kentucky Retail Branch Class were required to work off-the-clock and were not paid for the off-the-clock hours worked. For example, the Kentucky Plaintiff and the Kentucky Retail Branch Class were required to work during their meal periods. In addition, the Kentucky Plaintiff and the Kentucky Retail Branch Class were required to work off-the-clock after their shifts ended to continue to assist customers and complete closing tasks. Further, on closing shifts, the Kentucky Plaintiff and the Kentucky Retail Branch Class could not just leave the branch and go home once their shifts ended. Chase required that employees leave in pairs, which meant that once the Kentucky Plaintiff and the Kentucky Retail Branch Class finished their closing duties, they still had to wait in the branch for another employee to be finished so they could walk to their cars together.

1 279. The Kentucky Plaintiff and the Kentucky Retail Branch Class were
2 not paid for the time they spent waiting to be released from the branch or the
3 time they spent working during meal periods and performing work after they
4 clocked out.

5 280. The Kentucky Plaintiff, on behalf of herself and the Kentucky Retail
6 Branch Class, seeks damages in the amount of their respective unpaid
7 compensation, liquidated damages, punitive damages as provided for by the
8 Kentucky Wage and Hour Act, KRS Chapter 337, attorneys' fees and costs, pre-
9 and post-judgment interest, and such other legal and equitable relief as this Court
10 deems just and proper.

11 **TWENTIETH CAUSE OF ACTION**

12 **Kentucky Meal Period Violations, KRS Chapter 337.355**

13 **(Brought on Behalf of the Kentucky Plaintiff and the Kentucky Retail**
14 **Branch Class)**

15 281. Plaintiffs, on behalf of the Kentucky Retail Branch Class,
16 incorporate by reference and re-allege as if fully stated herein each and every
17 allegation set forth above.

18 282. At all relevant times, the Kentucky Wage and Hour Act, KRS
19 Chapter 337.355 required that employers grant employees a reasonable period
20 for lunch, and such time shall be as close to the middle of the employee's
21 scheduled work shift as possible. In no case shall an employee be required to
22 take a lunch period sooner than three (3) hours after his or her work shift
23 commences, nor more than five (5) hours from the time his work shift
24 commences.

25 283. At all relevant times, Kentucky Plaintiff and the Kentucky Retail
26 Branch Class worked more than five hours and did not receive a reasonable
27 period for lunch as required by KRS Chapter 337.355.

28 284. At all relevant times, Chase willfully failed to relinquish control

1 over Kentucky Plaintiff and the Kentucky Retail Branch Class during meal
2 periods and failed to compensate Plaintiffs and class members for work
3 performed during meal periods. Kentucky Plaintiff and the Kentucky Retail
4 Branch Class were often forced to forgo meal breaks due to Chase's policy and
5 practice that impeded and discouraged employees from taking a compliant meal
6 break. Additionally, when Kentucky Plaintiff and the Kentucky Retail Branch
7 Class did take meal breaks, Chase failed to relieve them of all duties by
8 enforcing a policy and practice that permitted their meal breaks to be interrupted
9 for work.

10 285. The Kentucky Plaintiff, on behalf of herself and the Kentucky Retail
11 Branch Class, seeks damages in the amount of their respective unpaid
12 compensation, punitive damages as provided for by the Kentucky Wage and
13 Hour Act, KRS Chapter 337.385, attorneys' fees and costs, pre-and post-
14 judgment interest, and such other legal and equitable relief as this Court deems
15 just and proper.

16 **TWENTY-FIRST CAUSE OF ACTION**

17 **Kentucky Rest Period Violations, KRS Chapter 337.365**

18 **(Brought on Behalf of the Kentucky Plaintiff and the Kentucky Retail**
19 **Branch Class)**

20 286. Plaintiffs, on behalf of the Kentucky Retail Branch Class,
21 incorporate by reference and re-allege as if fully stated herein each and every
22 allegation set forth above.

23 287. At all relevant times, the Kentucky Wage and Hour Act, KRS
24 Chapter 337.365 required that no employer shall require any employee to work
25 without a rest period of at least ten (10) minutes during each four (4) hours
26 worked. This shall be in addition to the regularly scheduled lunch period.

27 288. At all relevant times, Kentucky Plaintiff and the Kentucky Retail
28 Branch Class did not receive rest periods of at least ten (10) minutes during each

1 four (4) hours worked.

2 289. The Kentucky Plaintiff, on behalf of herself and the Kentucky Retail
3 Branch Class, seeks damages in the amount of their respective unpaid
4 compensation, punitive damages as provided for by the Kentucky Wage and
5 Hour Act, KRS Chapter 337, attorneys' fees and costs, pre-and post-judgment
6 interest, and such other legal and equitable relief as this Court deems just and
7 proper.

8 **TWENTY-SECOND CAUSE OF ACTION**

9 **Failure to Pay Wages Timely in Violation of the Kentucky Wage and Hour**
10 **Act, KRS Chap. 337.020 and 337.055**

11 **(Brought on Behalf of the Kentucky Plaintiff and the Kentucky Retail**
12 **Branch Class)**

13 290. Plaintiffs, on behalf of the Kentucky Retail Branch Class,
14 incorporate by reference and re-allege as if fully stated herein each and every
15 allegation set forth above.

16 291. At all relevant times, the Kentucky Wage and Hour Act, KRS
17 Chapter 337.020 provided that an employer must pay an employee all wages or
18 salary earned no later than eighteen (18) days after the employee earned the
19 wages or salary. Any employee who is absent at the time fixed for payment by
20 an employer, or who, for any other reason, is not paid at that time, shall be paid
21 thereafter at any time or upon six (6) days' demand.

22 292. At all relevant times, the Kentucky Wage and Hour Act, KRS
23 Chapter 337.055 provided that any employee who leaves or is discharged from
24 his employment shall be paid in full all wages or salary earned by him; not later
25 than the next normal pay period following the date of dismissal or voluntary
26 leaving or fourteen (14) days following such date of dismissal or voluntary
27 leaving whichever last occurs. Any employee who is absent at the time fixed for
28 payment by an employer, or who, for any other reason, is not paid at that time,

1 shall be paid thereafter at any time or upon fourteen (14) days' demand.

2 293. During the relevant time period, Defendants willfully failed to pay
3 the Kentucky Plaintiff and the Kentucky Retail Branch Class wages within the
4 requisite time periods, in violation of the Kentucky Wage and Hour Act, KRS
5 Chapters 337.020 and 337.055.

6 294. The Kentucky Plaintiff, on behalf of herself and the Kentucky Retail
7 Branch Class, seeks damages in the amount of their respective unpaid
8 compensation, punitive damages as provided for by the Kentucky Wage and
9 Hour Act, KRS Chapter 337, attorneys' fees and costs, pre-and post-judgment
10 interest, and such other legal and equitable relief as this Court deems just and
11 proper.

12 **TWENTY-THIRD CAUSE OF ACTION**

13 **Washington Meal and Rest Period Violations, Washington Administrative** 14 **Code 296-126-092 (Brought on Behalf of the Washington Plaintiff and the** 15 **Washington Retail Branch Class)**

16 295. Plaintiffs, on behalf of the Washington Retail Branch Class,
17 incorporate by reference and re-allege as if fully stated herein each and every
18 allegation set forth above.

19 296. At all relevant times, the Washington Administrative Code 296-126-
20 092 and Washington Industrial Welfare law 49.12.020 required that employees
21 shall be allowed a meal period of at least thirty (30) minutes which commences
22 no less than two hours nor more than five hours from the beginning of the shift.
23 Meal periods shall be on the employer's time when the employer's time when
24 the employee is required by the employer to remain on duty on the premises or at
25 a prescribed work site in the interest of the employer. No employee shall be
26 required to work more than five consecutive hours without a meal period.
27 Employees working three or more hours longer than a normal work day shall be
28 allowed at least one 30-minute meal period prior to or during the overtime

1 period. In addition, employees shall be allowed a rest period of not less than 10
2 minutes, on the employer's time, for each four (4) hours or working time. No
3 employee shall be required to work more than three hours without a rest period.

4 297. At all relevant times, the Washington Plaintiff and the Washington
5 Retail Branch Class did not receive meal and rest periods in accordance with the
6 applicable state laws.

7 298. The Washington Plaintiff, on behalf of himself and the Washington
8 Retail Branch Class, seeks damages in the amount of their respective unpaid
9 compensation, punitive damages as provided for by the Washington
10 Administrative Code, attorneys' fees and costs, pre-and post-judgment interest,
11 and such other legal and equitable relief as this Court deems just and proper.

12 **TWENTY-FOURTH CAUSE OF ACTION**

13 **Washington Overtime Violations, Washington Industrial Welfare law**
14 **49.12.130 (Brought on Behalf of the Washington Plaintiff and the**
15 **Washington Retail Branch Class)**

16 299. Plaintiffs, on behalf of the Washington Retail Branch Class,
17 incorporate by reference and re-allege as if fully stated herein each and every
18 allegation set forth above.

19 300. At all relevant times, Washington Industrial Welfare law 49.12.130
20 required that employers pay employees one and one-half times the regular rate at
21 which they are employed for all hours worked over 40 per work week.

22 301. At all relevant times, the Washington Plaintiff and the Washington
23 Retail Branch Class consistently worked more than 40 hours per week, and were
24 not paid for all overtime hours worked in accordance with the applicable state
25 laws.

26 302. The Washington Plaintiff, on behalf of himself and the Washington
27 Retail Branch Class, seeks damages in the amount of their respective unpaid
28 compensation, punitive damages as provided for by Washington Industrial

Welfare law 49.46.090, attorneys' fees and costs, pre-and post-judgment interest, and such other legal and equitable relief as this Court deems just and proper.

TWENTY-FIFTH CAUSE OF ACTION

**Violation of Washington Minimum Wage Act RCW 49.46.005 *et seq.*
(Brought on Behalf of the Washington Plaintiff and the Washington Retail
Branch Class)**

303. Plaintiffs, on behalf of the Washington Retail Branch Class, incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

304. At all relevant times, the Washington Minimum Wage Act, RCW 49.46.020 provided that every employer shall pay to each of his employees wages at a rate of the effective minimum wage. The payment of a lesser wage than the minimum so fixed is unlawful.

305. During the relevant time period, Chase failed to pay at least minimum wages to the Washington Plaintiff and the Washington Retail Branch Class for off-the-clock work as required, pursuant to RCW 49.46.005.

306. During the relevant time period, the Washington Plaintiff and the Washington Retail Branch Class were required to work off-the-clock and were not paid for the off-the-clock hours worked. For example, the Washington Plaintiff and the Washington Retail Branch Class were required to work during their meal periods. In addition, the Washington Plaintiff and the Washington Retail Branch Class were required to work off-the-clock both before their shifts started and after their shifts ended to complete opening and closing tasks.

307. The Washington Plaintiff and the Washington Retail Branch Class were not paid for the time they spent working during meal periods and performing pre-shift and post-shift off the clock work.

308. The Washington Plaintiff, on behalf of himself and the Washington Retail Branch Class, seeks damages in the amount of their respective unpaid

1 compensation as provided for by Washington Minimum Wage Act, attorneys'
2 fees and costs, pre-and post-judgment interest, and such other legal and equitable
3 relief as this Court deems just and proper.

4 **TWENTY-SIXTH CAUSE OF ACTION**

5 **Failure to Timely Pay Wages in Violation of Washington Minimum Wage**
6 **Act RCW 49.48.010 and Washington Administrative Code 296-126-023**
7 **(Brought on Behalf of the Washington Plaintiff and the Washington Retail**
8 **Branch Class)**

9 309. Plaintiffs, on behalf of the Washington Retail Branch Class,
10 incorporate by reference and re-allege as if fully stated herein each and every
11 allegation set forth above.

12 310. At all relevant times, the Washington Minimum Wage Act, RCW
13 49.48.010 provided that when any employee shall cease to work for an employer,
14 whether by discharge or by voluntary withdrawal, the wages due him or her on
15 account of his or her employment shall be paid to him or her at the end of the
16 established pay period.

17 311. At all relevant times, the Washington Administrative Code 296-126-
18 023 provided that an employer shall pay overtime wages owed to an employee
19 on the regular pay day for the pay period in which the overtime wages were
20 earned.

21 312. During the relevant time period, Defendants willfully failed to pay
22 the Washington Plaintiff and the Washington Retail Branch Class wages within
23 the requisite time periods.

24 313. The Washington Plaintiff, on behalf of himself and the Washington
25 Retail Branch Class, seeks damages in the amount of their respective unpaid
26 compensation as provided for by the Washington Minimum Wage Act and
27 Washington Administrative Code, attorneys' fees and costs, pre-and post-
28 judgment interest, and such other legal and equitable relief as this Court deems

1 just and proper.

2 **TWENTY-SEVENTH CAUSE OF ACTION**

3 **Arizona Minimum Wage Violations, Arizona Rev. Stat. §23-363 *et seq.***
4 **(Brought on Behalf of the Arizona Plaintiff and the Arizona Retail Branch**
5 **Class)**

6 314. Plaintiffs, on behalf of the Arizona Retail Branch Class, incorporate
7 by reference and re-allege as if fully stated herein each and every allegation set
8 forth above.

9 315. At all relevant times, the Arizona Minimum Wage Act A.R.S. §23-
10 362-365 required that employers pay employees wages at the mandated rate of
11 minimum wage under Arizona law.

12 316. At all relevant times, Defendants required the Arizona Plaintiff and
13 the Arizona Retail Branch Class to work off-the-clock, for which hours they
14 were not compensated. Defendants' failure to pay the Arizona Plaintiff and the
15 Arizona Retail Branch Class was wilful and in violation of the Arizona
16 Minimum Wage Act.

17 317. The Arizona Plaintiff, on behalf of herself and the Arizona Retail
18 Branch Class, seeks damages in the amount of their respective unpaid
19 compensation, attorneys' fees and costs, pre-and post-judgment interest, the
20 additional amount equal to twice the underpaid wages as provided for by A.R.S.
21 §23-364(G), and such other legal and equitable relief as this Court deems just
22 and proper.

23 **TWENTY-EIGHTH CAUSE OF ACTION**

24 **Failure to Pay Wages Timely, Arizona Rev. Stat. §§23-351 and 23-353**
25 **(Brought on Behalf of the Arizona Plaintiff and the Arizona Retail Branch**
26 **Class)**

27 318. Plaintiffs, on behalf of the Arizona Retail Branch Class, incorporate
28 by reference and re-allege as if fully stated herein each and every allegation set

forth above.

319. At all relevant times, Ariz. Rev. Stat. §23-351 provides that employers must, on each regular payday, pay to employees all wages due to the employees up to such date.

320. At all relevant times, Ariz. Rev. Stat. §23-353(A) provides that when an employee is discharged from the service of an employer, the employee shall be paid wages due within seven working days or the end of the next regular pay period, whichever is sooner.

321. At all relevant times, Ariz. Rev. Stat. 23-353(B) provides that when an employee quits the service of an employer he shall be paid in the usual manner all wages due him no later than the regular payday for the pay period during which the termination occurred.

322. During the relevant time period, Defendants failed to pay the Arizona Plaintiff and the Arizona Retail Branch Class all wages due within the requisite statutory time limits.

323. The Arizona Plaintiff, on behalf of herself and the Arizona Retail Branch Class, seeks damages, attorneys' fees and costs, pre-and post-judgment interest, and such other legal and equitable relief as this Court deems just and proper.

TWENTY-NINTH CAUSE OF ACTION

Florida Minimum Wage Violations, Article X, Section 24 of the Florida Constitution and The Florida Minimum Wage Act §448 *et seq.* (Brought on Behalf of the Florida Plaintiff and the Florida Retail Branch Class)

324. Plaintiffs, on behalf of the Florida Retail Branch Class, incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

325. At all relevant times, Article X, Section 24 of the Florida Constitution provides that employers must pay employees wages no less than the

1 minimum wage for all hours worked in Florida.

2 326. At all relevant times, Defendants required the Florida Plaintiff and
3 the Florida Retail Branch Class to work off-the-clock, for which hours they were
4 not compensated. Defendants' failure to pay the Florida Plaintiff and the Florida
5 Retail Branch Class was wilful and in violation of the Florida Minimum Wage
6 Act and Article X, Section 24 of the Florida Constitution .

7 327. The Florida Plaintiff, on behalf of herself and the Florida Retail
8 Branch Class, seeks damages, attorneys' fees and costs, pre-and post-judgment
9 interest, and such other legal and equitable relief as this Court deems just and
10 proper.

11 328. The Florida Plaintiff and Florida Retail Branch Class are entitled to
12 recover the costs of this action and reasonable attorneys' fees pursuant to the
13 Florida Minimum Wage Act section 448.08.

14 **THIRTIETH CAUSE OF ACTION**

15 **Failure to Timely Pay Wages, Louisiana Rev. Stat. Ann. §§ 23:631 and** 16 **23:633 (Brought on Behalf of the Louisiana Plaintiff and the Louisiana** 17 **Retail Branch Class)**

18 329. Plaintiffs, on behalf of the Louisiana Retail Branch Class,
19 incorporate by reference and re-allege as if fully stated herein each and every
20 allegation set forth above.

21 330. At all relevant times, Louisiana Revised Statutes Annotated section
22 23:631 *et seq.* provides that all "earned" wages must be paid upon termination or
23 resignation.

24 331. At all relevant times, section 631 A(1)(a) required that upon the
25 discharge of any laborer or other employee of any kind whatever, the employer
26 must pay the employee the amount then due under the terms of employment,
27 whether the employment is by the hour, day, week, or month, on or before the
28 next regular payday or no later than fifteen days following the date of discharge,

1 whichever occurs first.

2 332. At all relevant times, section 631 A(1)(b) required that upon the
3 resignation of any laborer or other employee of any kind whatever, it shall be the
4 duty of the employer to pay the employee the amount then due under the terms
5 of employment, whether the employment is by the hour, day, week, or month, on
6 or before the next regular payday for the pay cycle during which the employee
7 was working at the time of separation or no later than fifteen days following the
8 date of resignation, whichever occurs first.

9 333. At all relevant times, section 633 required that an employer must
10 designate the frequency of payment at the time of hire or pay employees on the
11 first and sixteenth days of the month or as near as practicable to those days.

12 334. At all relevant times, Defendants required the Louisiana Plaintiff
13 and the Louisiana Retail Branch Class to work off-the-clock, for which hours
14 they were not compensated. During the relevant time period, Defendants
15 willfully failed to pay the Louisiana Plaintiff and the Louisiana Retail Branch
16 Class all wages due to them including, but not limited to, wages for off-the-clock
17 hours worked. Defendants' failure to pay the Louisiana Plaintiff and the
18 Louisiana Retail Branch Class wages for this off-the-clock work within the
19 requisite time periods is in violation of Louisiana Rev. Stat. Ann. §§ 23:631 and
20 23:633.

21 335. The Louisiana Plaintiff, on behalf of herself and the Louisiana
22 Retail Branch Class, seeks damages in the amount of her respective unpaid
23 compensation, attorneys' fees and costs, pre-and post-judgment interest, and
24 such other legal and equitable relief as this Court deems just and proper.

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THIRTY-FIRST CAUSE OF ACTION

**Failure to Pay Wages Timely During Employment, Michigan Comp. Laws §
408.472 (Brought on Behalf of the Michigan Plaintiff and the Michigan
Retail Branch Class)**

336. Plaintiffs, on behalf of the Michigan Retail Branch Class, incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

337. At all relevant times, Michigan Compiled Laws section 408.472(1)(a) provided that an employer must pay an employee on or before the first day of each calendar month, the wages earned by the employee during the first 15 days of the preceding calendar month.

338. At all relevant times, Michigan Compiled Laws section 408.472(1)(b) provides that an employer must pay an employee on or before the fifteenth day of each calendar month, the wages earned during the preceding calendar month from the sixteenth day through the last day.

339. During the relevant time period, Defendants willfully failed to pay the Michigan Plaintiff and the Michigan Retail Branch Class all wages due to them including, but not limited to, wages for off-the-clock hours worked. In addition, Defendants' failed to pay the Michigan Plaintiff and the Michigan Retail Branch Class wages for this off-the-clock work within the requisite time periods during their employment, in violation of Michigan Compiled Laws section 408.472.

340. The Michigan Plaintiff, on behalf of himself and the Michigan Retail Branch Class, seeks damages in the amount of their respective unpaid compensation, attorneys' fees and costs, pre-and post-judgment interest, and such other legal and equitable relief as this Court deems just and proper.

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THIRTY-SECOND CAUSE OF ACTION

Failure to Pay Wages Timely Upon Termination, Michigan Comp. Laws §§ 408.474 and 408.475 (Brought on Behalf of the Michigan Plaintiff and the Michigan Retail Branch Class)

341. Plaintiffs, on behalf of the Michigan Retail Branch Class, incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

342. At all relevant times, Michigan Compiled Laws section 408.474 provided that employers shall not withhold payment of compensation due to employees as a fringe benefit to be paid at a termination date.

343. At all relevant times, Michigan Compiled Laws section 408.475(1) provides that an employer shall pay to an employee voluntarily leaving employment all wages earned and due, as soon as the amount can with due diligence be determined.

344. At all relevant times, Michigan Compiled Laws section 408.475(2) provides that an employer shall immediately pay to an employee who has been discharged from employment all wages earned and due, as soon as the amount can with due diligence be determined.

345. During the relevant time period, Defendants willfully failed to pay the Michigan Plaintiff and the Michigan Retail Branch Class all wages due to them including, but not limited to, wages for off-the-clock hours worked. In addition, Defendants' failed to pay the Michigan Plaintiff and the Michigan Retail Branch Class wages for this off-the-clock work within the requisite time periods upon their separation from Defendants, in violation of Michigan Compiled Laws sections 408.474 and 408.475.

346. The Michigan Plaintiff, on behalf of himself and the Michigan Retail Branch Class, seeks damages in the amount of their respective unpaid compensation, attorneys' fees and costs, pre-and post-judgment interest, and

1 such other legal and equitable relief as this Court deems just and proper.

2 **THIRTY-THIRD CAUSE OF ACTION**

3 **Failure to Maintain Accurate Wage Records, Michigan Comp. Laws §§**
4 **408.479 (Brought on Behalf of the Michigan Plaintiff and the Michigan**
5 **Retail Branch Class)**

6 347. Plaintiffs, on behalf of the Michigan Retail Branch Class,
7 incorporate by reference and re-allege as if fully stated herein each and every
8 allegation set forth above.

9 348. At all relevant times, Michigan Compiled Laws section 408.479(1)
10 provided that employers shall maintain a record for each employee which
11 indicates the employee's name, address, birth date, occupation or classification in
12 which employed, total basic rate of pay, total hours worked in each pay period,
13 total wages paid each pay period, a separate itemization of deductions and a
14 listing or itemization of fringe benefits. In the case of an employer who has a
15 group of 10 or more employees who have identical fringe benefits, 1 central
16 itemization or listing may be kept for each group, providing the record identifies
17 what group they belong to.

18 349. During the relevant time period, Defendants have intentionally and
19 willfully failed to provide employees with complete and accurate wage
20 statements. The deficiencies include, among other things, the failure to state all
21 hours worked as a result of not recording or stating the hours the Michigan
22 Plaintiff and the Michigan Retail Branch Class worked off-the-clock.

23 350. As a result of Defendants' violation of Michigan Compiled Laws
24 section 408.479(1), the Michigan Plaintiff and the Michigan Retail Branch Class
25 have suffered injury and damage to their statutorily protected rights.

26 351. The Michigan Plaintiff, on behalf of himself and the Michigan
27 Retail Branch Class, seeks damages, attorneys' fees and costs, pre-and post-
28 judgment interest, and such other legal and equitable relief as this Court deems

1 just and proper.

2 **THIRTY-FOURTH CAUSE OF ACTION**

3 **Michigan Overtime Violations, Michigan Minimum Wage Law § 408.384a**
4 **and Michigan Workforce Opportunity Wage Act § 408.414a**
5 **(Brought on Behalf of the Michigan Plaintiff and the Michigan Retail**
6 **Branch Class)**

7 352. Plaintiffs, on behalf of the Michigan Retail Branch Class,
8 incorporate by reference and re-allege as if fully stated herein each and every
9 allegation set forth above.

10 353. At all relevant times, the Michigan Minimum Wage Law section
11 408.384a and Michigan Workforce Opportunity Wage Act section 408.414a
12 required that employers pay employees one and one-half times the regular rate at
13 which they are employed for all hours worked over 40 per work week.

14 354. At all relevant times, the Michigan Plaintiff and the Michigan Retail
15 Branch Class consistently worked more than 40 hours per week, and were not
16 paid for all overtime hours worked in accordance with the applicable state laws.

17 355. The Michigan Plaintiff, on behalf of himself and the Michigan
18 Retail Branch Class, seeks damages in the amount of their respective unpaid
19 overtime compensation, attorneys' fees and costs, pre-and post-judgment
20 interest, and such other legal and equitable relief as this Court deems just and
21 proper.

22 **THIRTY-FIFTH CAUSE OF ACTION**

23 **Ohio Overtime Violations, Ohio Revised Code Section 4111.01 *et seq.***
24 **(Brought on Behalf of the Ohio Plaintiff and the Ohio Retail Branch Class)**

25 356. Plaintiffs, on behalf of the Ohio Retail Branch Class, incorporate by
26 reference and re-allege as if fully stated herein each and every allegation set
27 forth above.

28 357. At all relevant times, the Ohio Fair Minimum Wage Standards Act,

1 Revised Code Section 4111.03(A), required that employers pay employees for
2 overtime at a wage rate of one and one-half times the employee's wage rate for
3 hours worked in excess of 40 hours in one workweek.

4 358. At all relevant times, the Ohio Plaintiff and the Ohio Retail Branch
5 Class consistently worked more than 40 hours per week, and were not paid for
6 all overtime hours worked in accordance with the applicable state laws.

7 359. The Ohio Plaintiff, on behalf of himself and the Ohio Retail Branch
8 Class, seeks damages in the amount of their respective unpaid overtime
9 compensation, attorneys' fees and costs, pre-and post-judgment interest, and
10 such other legal and equitable relief as this Court deems just and proper.

11 **THIRTY-SIXTH CAUSE OF ACTION**

12 **Ohio Minimum Wage Violations, Ohio Revised Code Section 4111.02** 13 **(Brought on Behalf of the Ohio Plaintiff and the Ohio Retail Branch Class)**

14 360. Plaintiffs, on behalf of the Ohio Retail Branch Class, incorporate by
15 reference and re-allege as if fully stated herein each and every allegation set
16 forth above.

17 361. At all relevant times, the Ohio Fair Minimum Wage Standards Act,
18 Revised Code Section 4111.02, provided that every employer shall pay to each
19 of his employees wages at a rate of the effective minimum wage. The payment
20 of a lesser wage than the minimum so fixed is unlawful.

21 362. During the relevant time period, Chase failed to pay at least
22 minimum wages to the Ohio Plaintiff and the Ohio Retail Branch Class for off-
23 the-clock work as required, pursuant to Revised Code Section 4111.02.

24 363. During the relevant time period, the Ohio Plaintiff and the Ohio
25 Retail Branch Class were required to work off-the-clock and were not paid for
26 the off-the-clock hours worked. For example, the Ohio Plaintiff and the Ohio
27 Retail Branch Class were required to work during their meal periods. In
28 addition, the Ohio Plaintiff and the Ohio Retail Branch Class were required to

1 work off-the-clock both before their shifts started and after their shifts ended to
2 complete opening and closing tasks.

3 364. The Ohio Plaintiff and the Ohio Retail Branch Class were not paid
4 for the time they spent working during meal periods and performing pre-shift
5 and post-shift off the clock work.

6 365. The Ohio Plaintiff, on behalf of himself and the Ohio Retail Branch
7 Class, seeks damages in the amount of their respective unpaid minimum wages,
8 as provided for by the Ohio Revised Code Section 4111.10, attorneys' fees and
9 costs, pre-and post-judgment interest, and such other legal and equitable relief as
10 this Court deems just and proper.

11 **THIRTY-SEVENTH CAUSE OF ACTION**

12 **Failure to Pay Wages Timely During Employment, Ohio Revised Code** 13 **Section 4113.15 (Brought on Behalf of the Ohio Plaintiff and the Ohio Retail** 14 **Branch Class)**

15 366. Plaintiffs, on behalf of the Ohio Retail Branch Class, incorporate by
16 reference and re-allege as if fully stated herein each and every allegation set
17 forth above.

18 367. At all relevant times, Ohio Revised Code section 4113.15(A)
19 provides that an employer must pay an employee on or before the first day of
20 each month, pay all its employees the wages earned by them during the first half
21 of the preceding month ending with the fifteenth day thereof, and shall, on or
22 before the fifteenth day of each month, pay such employees the wages earned by
23 them during the last half of the preceding calendar month.

24 368. At all relevant times, Ohio Revised Code section 4113.15(B)
25 provides that where wages remain unpaid for thirty days beyond the regularly
26 scheduled payday or, in the case where no regularly scheduled payday is
27 applicable, for sixty days beyond the filing by the employee of a claim or for
28 sixty days beyond the date of the agreement, award, or other act making wages

1 payable and no dispute of any wage claim including the assertion of a
2 counterclaim exists accounting for nonpayment, the employer, in addition, as
3 liquidated damages, is liable to the employee in an amount equal to six per cent
4 of the amount of the claim still unpaid and not in contest or disputed or two
5 hundred dollars, whichever is greater.

6 369. During the relevant time period, Defendants willfully failed to pay
7 the Ohio Plaintiff and the Ohio Retail Branch Class all wages due to them
8 including, but not limited to, wages for off-the-clock hours worked. In addition,
9 Defendants' failed to pay the Ohio Plaintiff and the Ohio Retail Branch Class
10 wages for this off-the-clock work within the requisite time periods during their
11 employment, in violation of Ohio Revised Code section 4113.15.

12 370. The Ohio Plaintiff, on behalf of himself and the Ohio Retail Branch
13 Class, seeks damages in the amount of their respective unpaid compensation,
14 attorneys' fees and costs, pre-and post-judgment interest, liquidated damages
15 pursuant to Ohio Rev. Code §4113.15(B), and such other legal and equitable
16 relief as this Court deems just and proper.

17 **THIRTY-EIGHTH CAUSE OF ACTION**

18 **Failure to Maintain Accurate Wage Records, Ohio Revised Code Section** 19 **4111.08 (Brought on Behalf of the Ohio Plaintiff and the Ohio Retail Branch** 20 **Class)**

21 371. At all relevant times, Ohio Revised Code section 4111.08 provides
22 that employers shall maintain for a period not less than three years a record of
23 the name, address, and occupation of each of the employer's employees, the rate
24 of pay and the amount paid each pay period to each employee, the hours worked
25 each day and each work week by the employee, and other information as the
26 director of commerce prescribes.

27 372. During the relevant time period, Defendants have intentionally and
28 willfully failed to provide employees with complete and accurate wage

1 statements. The deficiencies include, among other things, the failure to state all
2 hours worked as a result of not recording or stating the hours the Ohio Plaintiff
3 and the Ohio Retail Branch Class worked off-the-clock.

4 373. As a result of Defendants' violation of Ohio Revised Code section
5 4111.08, the Ohio Plaintiff and the Ohio Retail Branch Class have suffered
6 injury and damage to their statutorily protected rights.

7 374. The Ohio Plaintiff, on behalf of himself and the Ohio Retail Branch
8 Class, seeks damages, attorneys' fees and costs, pre-and post-judgment interest,
9 and such other legal and equitable relief as this Court deems just and proper.

10 **THIRTY-NINTH CAUSE OF ACTION**

11 **Failure to Pay Minimum Wages in Violation of Texas Labor Code Section** 12 **62.051 (Brought on Behalf of the Texas Plaintiff and the Texas Retail** 13 **Branch Class)**

14 375. Plaintiffs, on behalf of the Texas Retail Branch Class, incorporate
15 by reference and re-allege as if fully stated herein each and every allegation set
16 forth above.

17 376. At all relevant times, Texas Labor Code Section 62.051 provided
18 that every employer shall pay to each employee wages the effective federal
19 minimum wage under Section 6, Fair Labor Standards Act of 1938 (29 U.S.C.
20 Section 206). The payment of a lesser wage than the minimum so fixed is
21 unlawful.

22 377. During the relevant time period, Chase failed to pay at least
23 minimum wages to the Texas Plaintiff and the Texas Retail Branch Class for off-
24 the-clock work as required, pursuant to Texas Labor Code section 62.051.

25 378. During the relevant time period, the Texas Plaintiff and the Texas
26 Retail Branch Class were required to work off-the-clock and were not paid for
27 the off-the-clock hours worked. For example, the Texas Plaintiff and the Texas
28 Retail Branch Class were required to work off-the-clock both before their shifts

1 started and after their shifts ended to complete opening and closing tasks. In
2 addition, on closing shifts, Chase required that employees leave in pairs. This
3 meant that once the Texas Plaintiff and the Texas Retail Branch Class were
4 finished with their closing duties, they could not just leave the branch and go
5 home. Instead, the Texas Plaintiff and the Texas Retail Branch Class had to wait
6 in the branch for the next employee to be finished so they could walk to their
7 cars together.

8 379. The Texas Plaintiff and the Texas Retail Branch Class were not paid
9 for the time they spent completing pre-shift and post-shift tasks while off the
10 clock or for the time they spent waiting to be released from the branch.

11 380. The Texas Plaintiff, on behalf of herself and the Texas Retail
12 Branch Class, seeks damages in the amount of their respective unpaid minimum
13 wages, as provided for by the Texas Labor Code section 62.051, attorneys' fees
14 and costs, pre-and post-judgment interest, and such other legal and equitable
15 relief as this Court deems just and proper.

16 **FORTIETH CAUSE OF ACTION**

17 **Texas Labor Code Violations, Chapter 61-62 (Brought on Behalf of the**
18 **Texas Plaintiff and the Texas Retail Branch Class)**

19 381. Plaintiffs, on behalf of the Texas Retail Branch Class, incorporate
20 by reference and re-allege as if fully stated herein each and every allegation set
21 forth above.

22 382. At all relevant times, the Texas PayDay Law and Texas Minimum
23 Wage Act, Texas Labor Code sections 61 and 62, required that employers to pay
24 employees wages timely at the mandated rate of minimum wage under the FLSA
25 effective minimum wage rates.

26 383. At all relevant times, Texas Labor Code section 61.014(a) required
27 that employers pay in full an employee who is discharged from employment not
28 later than the sixth day after the date the employee is discharged. At all relevant

1 times, Texas Labor Code section 61.014(b) required that employers pay in full
2 an employee who leaves employment other than by discharge not later than the
3 next regularly scheduled payday.

4 384. At all relevant times, Defendants required the Texas Plaintiff and
5 the Texas Retail Branch Class to work off-the-clock, for which hours they were
6 not compensated. Defendants' failure to pay the Texas Plaintiff and the Texas
7 Retail Branch Class was wilful and in violation of the Texas Minimum Wage
8 Act. Defendants' failure to pay the Texas Plaintiff and those members of the
9 Texas Retail Branch Class no longer employed with Defendants these unpaid
10 wages within the requisite time limitations is in violation of Texas Labor Code
11 sections 61.014(a) and 61.014(b).

12 385. The Texas Plaintiff, on behalf of herself and the Texas Retail
13 Branch Class, seeks damages in the amount of their respective unpaid
14 compensation, attorneys' fees and costs, pre-and post-judgment interest, and
15 such other legal and equitable relief as this Court deems just and proper.

16 **FORTY-FIRST CAUSE OF ACTION**

17 **Wisconsin Overtime Violations, Wis. Stats. § 103.001 *et seq.* and §109.01 *et***
18 ***seq.* and the Wisconsin Administrative Code, DWD § 274.03 *et seq.***
19 **(Brought on Behalf of the Wisconsin Plaintiffs and the Wisconsin Retail**
20 **Branch Class)**

21 386. Plaintiffs, on behalf of the Wisconsin Retail Branch Class,
22 incorporate by reference and re-allege as if fully stated herein each and every
23 allegation set forth above.

24 387. At all relevant times, the Wisconsin Statutes section 103.025,
25 required that employers pay employees for overtime at a wage rate of one and
26 one-half times the employee's wage rate for hours worked in excess of 40 hours
27 in one workweek. Wisconsin Administrative Code § 274.03 further codifies an
28 employee's right to be compensated at a rate of one and one-half times the

1 employee's wage rate for hours worked in excess of 40 hours.

2 388. At all relevant times, the Wisconsin Statutes section 109.11(2)
3 provides that an employee may recover civil penalties of not more than 50% of
4 the amount of wages due and unpaid.

5 389. At all relevant times, the Wisconsin Plaintiffs and the Wisconsin
6 Retail Branch Class consistently worked more than 40 hours per week, and were
7 not paid for all overtime hours worked in accordance with the applicable state
8 laws.

9 390. The Wisconsin Plaintiffs, on behalf of themselves and the
10 Wisconsin Retail Branch Class, seek damages in the amount of their respective
11 unpaid overtime compensation, attorneys' fees and costs, civil penalties, pre-and
12 post-judgment interest, and such other legal and equitable relief as this Court
13 deems just and proper.

14 **FORTY-SECOND CAUSE OF ACTION**

15 **Wisconsin Minimum Wage Violations, Wis. Stats. §§ 104.02 and 104.11 and**
16 **the Wisconsin Administrative Code, DWD §§ 272.03 and 272.12 (Brought on**
17 **Behalf of the Wisconsin Plaintiffs and the Wisconsin Retail Branch Class)**

18 391. Plaintiffs, on behalf of the Wisconsin Retail Branch Class,
19 incorporate by reference and re-allege as if fully stated herein each and every
20 allegation set forth above.

21 392. At all relevant times, the Wisconsin Statutes sections 104.02 and
22 104.11, required that employers pay employees no less than the effective
23 minimum wage. Wisconsin Administrative Code sections 272.03 and 272.12
24 further codify an employee's right to be compensated for all time worked at no
25 less than the minimum wage.

26 393. At all relevant times, the Wisconsin Plaintiffs and the Wisconsin
27 Retail Branch Class were required to work off-the-clock and were not paid for
28 the off-the-clock hours worked. For example, the Wisconsin Plaintiffs and the

1 Wisconsin Retail Branch Class were required to work off-the-clock both before
2 their shifts started and after their shifts ended to complete opening and closing
3 tasks. In addition, on closing shifts, Chase required that employees leave in
4 pairs. This meant that once the Wisconsin Plaintiffs and the Wisconsin Retail
5 Branch Class were finished with their closing duties, they could not just leave
6 the branch and go home. Instead, the Wisconsin Plaintiffs and the Wisconsin
7 Retail Branch Class had to wait in the branch for the next employee to be
8 finished so they could walk to their cars together.

9 394. The Wisconsin Plaintiffs and the Wisconsin Retail Branch Class
10 were not paid for the time they spent completing pre-shift and post-shift tasks
11 while off the clock or for the time they spent waiting to be released from the
12 branch.

13 395. The Wisconsin Plaintiffs, on behalf of themselves and the
14 Wisconsin Retail Branch Class, seek damages in the amount of their respective
15 unpaid minimum wages, attorneys' fees and costs, civil penalties, pre-and post-
16 judgment interest, and such other legal and equitable relief as this Court deems
17 just and proper.

18 **FORTY-THIRD CAUSE OF ACTION**

19 **Wisconsin Failure to Timely Pay Wages, Wis. Stats. § 109.03 (Brought on** 20 **Behalf of the Wisconsin Plaintiffs and the Wisconsin Retail Branch Class)**

21 396. Plaintiffs, on behalf of the Wisconsin Retail Branch Class,
22 incorporate by reference and re-allege as if fully stated herein each and every
23 allegation set forth above.

24 397. At all relevant times, Wis. Stats. § 109.03 required that employers
25 pay all wages earned by employees not more than 31 days after the employee
26 earned the wages.

27 398. At all relevant times, Wis. Stats. § 109.03 also required that
28 employers pay in full an employee who quits or is discharged from employment

1 not later than the date on which the employee regularly would have been paid.

2 399. At all relevant times, Defendants required the Wisconsin Plaintiffs
3 and the Wisconsin Retail Branch Class to work off-the-clock, for which hours
4 they were not compensated. Defendants' failure to pay the Wisconsin Plaintiffs
5 and those members of the Wisconsin Retail Branch Class no longer employed
6 with Defendants these unpaid wages within the requisite time limitations is in
7 violation of Wis. Stats. § 109.03.

8 400. The Wisconsin Plaintiffs, on behalf of themselves and the
9 Wisconsin Retail Branch Class, seek damages in the amount of their respective
10 unpaid compensation, attorneys' fees and costs, pre-and post-judgment interest,
11 and such other legal and equitable relief as this Court deems just and proper.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, Plaintiffs, on their own behalf and on behalf of all others
14 similarly situated, pray for relief as follows:

15 1. An order certifying that the First Cause of Action may be
16 maintained as a collective action on behalf of the proposed FLSA classes and
17 promptly issue notice pursuant to 29 U.S.C. § 216(b) to all members of the
18 FLSA Retail Branch opt-in class apprising them of the pendency of this action
19 and permitting them to assert timely FLSA claims in this action by filing
20 individual consents to join pursuant to 29 U.S.C. § 216(b);

21 2. A declaration that Chase is financial responsible for notifying all
22 FLSA class members of its alleged wage and hour violations;

23 3. A declaratory judgment that the practices complained of herein are
24 unlawful under the FLSA, 29 U.S.C. § 201(b), *et seq.*;

25 4. An order certifying that the Second through Tenth Causes of Action
26 and Twelfth through Forty-Third Causes of Action may be maintained as "opt-
27 out" class actions pursuant to Federal Rule of Civil Procedure 23;

28 5. An order certifying that the Eleventh Cause of Action may be

maintained as a representative action pursuant to *Mendez v. Tween Brands*, 2010 WL 2650571 (E.D. Cal. July 21, 2010), and *Arias v. Superior Court*, 46 Cal. 4th 969 (2009);

6. Nominal, compensatory and statutory damages, injunctive relief, penalties and restitution, as appropriate and available under each cause of action, in an amount to be proven at trial, including, without limitation, penalties pursuant to California *Labor Code* sections 201-204, 206, 226(a), 226(e), 226(h), 226.7, 512, 558, 1194, 1194.2, 2800, 2802, and any other penalties allowed by the Illinois Minimum Wage Law, the New York *Labor Law*, and state law in Kentucky, Washington, Arizona, Florida, Louisiana, Michigan, Ohio, Texas, and Wisconsin;

7. The Court declare, adjudge and decree that Chase violated California *Business and Professions Code* sections 17200, *et seq.* as a result of the actions set forth in the Tenth Cause of Action;

8. Restitution of all monies due to Plaintiffs and class members, including prejudgment interest from the day such amounts were due and payable, as a result of the unlawful business practice of Chase;

9. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code sections 17200, *et seq.*;

10. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Chase and determined to have been wrongfully acquired by Chase as a result of violations of California *Business & Professions Code* sections 17200 *et seq.*;

11. Waiting time penalties pursuant to California *Labor Code* § 203;

12. Liquidated damages pursuant to California *Labor Code* § 1194.2, New York *Labor Law*, and Ohio Rev. Code §4113.15(B), as applicable;

13. Punitive damages pursuant to the Illinois Minimum Wage Law, as applicable;

14. Exemplary damages in amounts equal to wages due pursuant to Washington Industrial Welfare law 49.52.050 and 070;

15. For all civil penalties pursuant to California *Labor Code* sections 2699(a) and/or 2699(f) and (g) (Private Attorneys General's Act), plus costs and attorneys' fees, for violations of California *Labor Code* sections 201, 202, 203, 204, 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802;

16. For costs of suit and *expenses* (including expert fees) incurred *herein* pursuant to California Labor Code §§ 226, 1194 and other state's applicable laws;

17. Reasonable attorneys' fees pursuant to, *inter alia*, California Code of Civil Procedure § 1021.5; California Labor Code §§ 204, 218.5, 226, 226.7, 1194, 2699(g), and 2802(c); New York *Labor Law* § 663; the Illinois Minimum Wage Law; the Florida Minimum Wage Act § 448.08; and 29 U.S.C. § 216(b);

18. Pre- and post-judgment interest as provided by law;

19. Plaintiffs be appointed class representatives; and

20. All such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs request that this matter be heard and decided by trial by jury.

Respectfully submitted,

Dated: September 25, 2014

Capstone Law APC

By: /s/ Raul Perez

Raul Perez
Melissa Grant
Arnab Banerjee
Alexandria Witte

Co-Lead Counsel for Plaintiffs

1 Dated: September 25, 2014

Seeger Weiss LLP,

2
3 By: /s/ Jonathan Shub

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4 Co-Lead Counsel for Plaintiffs

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6 Dated: September 25, 2014

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